

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. 68-S7-04-01		3. EFFECTIVE DATE 12/11/2003		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-R7-02-10217			
5. ISSUED BY EPA Region 7 901 N. 5th Street RFMB/AAMS Kansas City, KS 66101		6. ADMINISTERED BY (if other than Item 5)		7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) CH2M HILL 777 108TH AVENUE, NE Bellevue, WA 98004			
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) See Section F		9. DISCOUNT FOR PROMPT PAYMENT N/A		10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN: ITEM 12			
CODE		FACILITY CODE		11. SHIP TO MARK FOR If applicable, see Section B of the schedule.			
12. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B		15G. TOTAL AMOUNT OF CONTRACT \$109,030,616.00					
16. TABLE OF CONTENTS							
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B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS			
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E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD			
H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Eugene A. Dugan, Senior Vice President				20A. NAME OF CONTRACTING OFFICER MARIE D. NOEL			
19B. NAME OF CONTRACTOR CH2M HILL				20B. UNITED STATES OF AMERICA			
BY [Signature] (Signature of person authorized to sign)				BY [Signature] (Signature of Contracting Officer)			
12/08/03				12/11/03			
NSN 7540-01-157-8059 PREVIOUS EDITION UNUSABLE				26-107 STANDARD FORM 26 (REV 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)			

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15G. TOTAL AMOUNT OF CONTRACT										\$109,030,616.00	
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19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER MARIE D. NOEL					
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)			19C. DATE SIGNED			20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)			20C. DATE SIGNED		

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

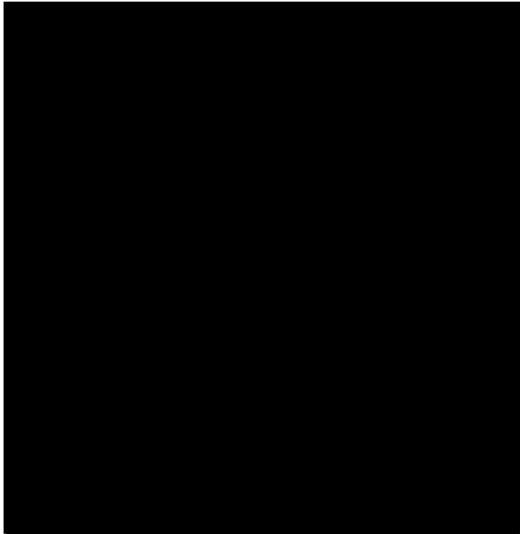
P	DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/
	QJC007	04	T	04	302DD2C	10WQWQ00	C029	2505	\$100,000.00	C

B.1 FUNDING

At time of Task Order award, total funding required for the project may not be available for obligation. Some projects may be performed in phases, each phase being funded separately, if necessary. Any necessary funding actions after issuance of the Task Order will be accomplished by a formal modification of the Task Order, issued by the CO.

**B.2 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION**

The following fixed rates shall apply for payment purposes for the duration of the contract.

CLIN	LABOR CATEGORY	RATE	UNIT	ESTIMATED QUANTITY	TOTAL
0001	Principal Eng/Sci/Spec				\$ 841,022.00
0002	Sr Eng/Sci/Spec				\$13,696,720.00
0003	Project Eng/Sci/Spec				\$20,473,640.00
0004	Staff Eng/Sci/Spec				\$36,388,453.00
0005	Jr Eng/Sci/Spec				\$ 8,913,950.00
0006	Sr Technician				\$ 1,356,300.00
0007	Technician				\$ 2,230,360.00
0008	Administration				\$ 5,460,000.00
0013	ODCs	AT COST NOT TO EXCEED			\$19,670,171.00
TOTAL CONTRACT CEILING					\$109,030,616.00

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit. Rates are applicable to the Prime and all Team Subcontractors providing services under this contract.

Quantities stated above are estimated. Contractor is not bound by the numbers reflected in the schedule and may exceed the hours in any given labor category without modification to the contract schedule. Contractor is bound only by the amount of the ODC Not To Exceed Amount and the Total Contract Ceiling amount utilizing the negotiated labor rates specified in the Schedule. A modification will be issued each year to adjust the labor rates in accordance with the Economic Price Adjustment clause of this contract.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Project Officer, Task Order Project Officer, or Contracting Officer. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual (by labor category) on all Task Orders.

Rates specified in the schedule are subject to annual adjustment per the Economic Price Adjustment clause in this contract. Adjustment will be applied to the entire loaded rate as shown in the above stated schedule.

B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$3,000,000.00. The amount of all orders shall not exceed \$109,030,616.00.

B.4 CEILING PRICE (EP 52.216-150) (APR 1984)

The ceiling price of this contract is \$109,030,616.00. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.5 CONTRACTOR PLACE OF PERFORMANCE

The contractor's primary place of performance for this contract when not "in the field" is:

CH2M Hill
777 108th Avenue NE
Bellevue, WA 98004-5118

All contract related correspondence will be addressed to:

CH2M Hill
P.O. Box 91500
Bellevue, WA 98009-2050

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as Attachment A.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains

procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer or Task Order Project Officer, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

On-site (services)

EPA Region 10 (reports)

SECTION F - DELIVERIES OR PERFORMANCE**F.1 FIELD OPERATIONS AND RECORDS MANAGEMENT SYSTEM, (FORMS II LITE)**

(a) The contractor shall use EPA's field sample tracking software, Field Operations and Records Management System, FORMS II Lite, to manage the sample collection, documentation and submission of all relevant reports for Contract Laboratory Program (CLP) activities as well as non-CLP laboratory tested Superfund samples. Non-CLP labs are commercial labs under direct contract or subcontract to the field contractor, EPA Regional Labs, etc.

(b) The contractor shall provide the equipment (e.g., laptops, portable printers) and software (e.g., Internet Explorer) necessary to operate FORMS II Lite. EPA will provide Forms II Lite software and training at no charge to the contractor.

(c) The contractor shall use the FORMS II Lite software to generate and submit Traffic Reports (also known as a Chain-of-Custody Form) in accordance with established regional guidance. Exact procedures and instructions on development and submission of electronic traffic reports are available on the Office of Emergency and Remedial Response's CLP web page as follow:
(<http://www.epa.gov/superfund/programs/clp/f2lite.htm>) .

(d) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Forms II Lite. Specific guidance is provided per Memorandum, Bruce Woods, Ph.D., 7 April 2003, Subject: Standard Format for Forms II Lite Labels in Region 10, which can be obtained from the EPA Region 10 Regional Sample Control Center (RSCD). This will require setting up a label template to print the specified information. The label template will require change only if the regional guidance is updated. Site names and/or locations shall not be provided to CLP or non-CLP labs in order to avoid any real or perceived conflict of interest with a lab analyzing EPA samples.

(e) In case of catastrophic equipment failure, hardcopy Traffic Reports (not generated by Forms II Lite) shall be used by the contractor. This should be a rare occurrence. In such a rare instance, Hardcopy Traffic Reports are available to the contractor on the Internet at:
<http://www.epa.gov/superfund/programs/clp/trcoc.htm> .

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are: See Attachment B

F.3 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue		20	
Paper towels		40	
Paper napkins		30	
Facial tissue		5	
Doilies		40	

Industrial wipes 0

UNBLEACHED PACKAGING:

Corrugated boxes 35

Fiber boxes 35

Brown papers (e.g. bags)..... 5

RECYCLED PAPERBOARD:

Recycled paperboard products 80

Pad backing 90


F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from date of contract award through 10 years (120 months).

F.6 SUBCONTRACT REPORTING UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (EP 52.219-140) (JAN 1994)

(a) In accordance with this clause and the reporting form and instructions, included as an attachment to this contract, the Contractor shall submit a completed Form 295 to the Contracting Officer with a copy to the EPA Office of Small and Disadvantaged Business Utilization, Washington, DC 20460. This form shall be submitted on a semi-annual basis within 30 days of the end of the reporting period. 

(b) The Contractor shall include subparagraph (a) of this clause in subcontracts with an estimated value over \$25,000 awarded under this contract, excluding subcontracts with small business and small disadvantaged business firms, non-profits, educational institutions, and state and local governments. The Contractor shall also include this subparagraph (b), or its equivalent, in any such subcontract so that these requirements will be binding upon subcontracts awarded through the second tier.

(c) The Contractor shall include the prime contract number in its subcontracts and require its subcontractors through the second tier (except small business and small disadvantaged business firms, non-profit, educational institutions, and state and local governments) to include both the prime contract number and their subcontract number in their subcontracts. (Note: The prime contract number shall be the identifier used to track all subcontract activity under the prime contract.)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING SERVICES**

The contracting officer (CO) will send a statement of work (SOW) to the contractor requesting a technical and cost proposal. A scoping meeting will be held usually within five (5) work-days to answer contractor questions and promote full understanding of SOW requirements and expectations.

The contractor shall submit his technical and cost proposal within the specified timeframe (usually within 10 business work-days - as early as 5 calendar days permissable). *Costs associated with preparation of the initial technical and cost proposal (prior to Task Order issuance) are included in the fixed loaded rates in the contract schedule and are not a direct cost to the task order (TO).*

EPA will review the technical and cost proposal. If necessary, the CO will conduct negotiations with the contractor with support from technical personnel (usually within 15-20 work-days of proposal submission).

Upon completion of negotiations or upon approval of the submitted cost and technical proposals, a task order will be issued for the tasks and dollars negotiated. Orders may be either ceiling priced or fixed price.

G.2 SUBMISSION OF INVOICES

In order to be considered properly submitted, an invoice must meet the requirements of FAR 32.905 as well as the following contract requirements:

(a) An invoice shall be submitted an an original and 1 copy to the Accounting Operations Office shown in Block 12 (RTP) on the cover of the contract. Concurrent with that submission, electronic copies are to be provided to the Project Officer, the Task Order Project Officer and the Contracting Officer.

(b) The invoice shall be prepared on Standard Form Numbers 1034 and 1035 (Public Voucher for Purchases and Services other than Personal and its Continuation Sheet).

(c) The contractor shall prepare and submit a separate invoice for each active Task Order following the instructions delineated in Attachment B, Reports of Work. In addition to that specified in Attachment B, the contractor shall include cumulative charges by CLIN. Other Direct Costs (CLIN 0013) shall be itemized. The contractor shall provide evidentiary documentation of these costs upon request.

(d) Invoices shall clearly indicate the period of performance for which payment is requested.

(e) Invoices shall be submitted on a monthly basis. The period covered by the invoice shall be the same as the period covered in the corresponding monthly progress report.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer: [REDACTED]

Contract Specialist responsible for administering this contract: James Price
Telephone #: (913)551-7239

Administrative Contracting Officer: Paul Anthamatten
Telephone #: (913)551-7729

G.4 ECONOMIC PRICE ADJUSTMENT

Rates specified in the Schedule of this contract will be subject to adjustment on a yearly basis based on the following cost index: Global Insight (USA), formerly Data Resources Inc. (DRI). Mutually agreed upon Global Insight indices for wages and salaries of professional and technical labor categories for the Northwest Region of the United States will be utilized.

Any price adjustment under this clause is subject to the following limitations:

(1) There shall be no changes of rates or unit prices other than those shown in the Schedule.

(2) No adjustment shall apply to services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) Adjustment of the labor rate is limited to an increase of 4 percent per year or a decrease of 2 percent per year. Adjustment will be made effective January 1st of each calendar year. Adjustments will be calculated by taking the projected next 4 quarters (based on Global Insight) and using the average up to a 4% increase per year.

(4) The aggregate percent increase (over the term of this contract) possible to each labor rate specified under this contract is 42.3%. The aggregate percent decrease (over the term of this contract) possible that may be applied to each labor rate specified under this contract is 20%.

(5) The Contractor shall provide a certification with the submission of the final invoice for each task order that states that the Contractor has given notice to the Contracting Officer of any decrease (based on Global Insight) applicable to labor rates as specified in the Schedule.

(6) The Contracting Officer or his/her representative may examine the contractor's records at any time and until 3 years after the date of final payment under each task order for verification of authorized increases and/or

decreases to labor rates specified in the Schedule.

G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

NONE AT TIME OF AWARD

G.6 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

NONE

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the

contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. **TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to

another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of

zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples

may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated

contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.7 PRICING OF ADJUSTMENTS (GSA A260-704) (JUN 1991)

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 31) in effect on the date of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow "incidental" duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to

employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (ARCS) (EPAAR 1552.209-74) (MAR 1997)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(c) The following applies when ARCS work is performed under this contract and when both ARCS work and Field Investigative Team (FIT) work are performed on the same site under this contract: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) The following applies to FIT work at sites under this contract where only FIT work is performed, except for those sites where EPA has made a determination

of "no further remedial action planned" (NFRAP): Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize to CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not

preclude the contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor

performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of

the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 BACKGROUND CHECKS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR THE ENVIRONMENTAL PROTECTION AGENCY

Background checks will not be required for contractor staff until EPA finalizes the related rule on this subject and the Contracting Officer has directed the initiation of the background check process by contract modification. However, it is recognized that costs associated with implementation of this clause (as it appears in the RFP for this contract - with the difference that the EPA will perform suitability determinations) are included in the Program Management Factor (PMF) as part of the fixed loaded rates. Unless the final clause differs significantly from that version, no change in costs impacting the fixed rates will be applicable.

H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must

provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.11 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.12 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon

completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.14 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for

Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency

(EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

PROGRAM MANAGER: [REDACTED]

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.23 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)

(APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.24 PERMITS (GSA T014) (JUL 1994)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, in connection with the performance of the contract.

H.25 RESPONSIBILITY OF PROJECT OFFICER (ARCHITECT & ENGINEERING SERVICES) (LOCAL LC-36-15) (DEC 2001)

The Project Officer, Joanne Shea, or the authorized Task Order Project Officer for the specific Task Order, is responsible for clarifying the technical aspects of the project and general review for the work performed. However, these individuals are not authorized to make any commitments or changes which affect the contract price, terms and/or conditions. Such changes can be accomplished only by the Contracting Officer in writing.

H.26 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.27 SIGNING OF UNIFORM HAZARDOUS WASTE MANIFESTS AND LAND BAN NOTIFICATION/CERTIFICATION (LOCAL LW-03-01) (DEC 2001)

(a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications /demonstrations (40 CFR Part 268.7 and .8) ("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records of behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract.

(b) This clause may be inserted in subcontracts. The Contractor may delegate the authority set forth therein to its subcontractors.

H.28 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance,

will represent the final claim under the contract.

H.29 REGIONAL CROSSOVER

In the event of a Contractor's conflict of interest in conducting a specific task order (as determined by the Contracting Officer), or when sufficient contract capacity does not exist, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be order through another Region's contractor.

The Contractor agrees to accept task orders for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amount specified in the Section B clause titled CEILING PRICE.

H.30 NOTICE OF AWARD (LOCAL LW-15-06) (DEC 2001)

Within 10 working days after the Contractor awards a subcontract for service, it shall complete and submit to the Contracting Officer a Standard Form 99, Notice of Award of Contract.

H.31 DAVIS-BACON ACT (DBA) WAGE DETERMINATIONS FOR AES (RAC II) SUBCONTRACTS

When developing solicitations for construction subcontracts exceeding \$2,000 the prime contractor shall identify the applicable DBA Wage Determination from the "General Wage Determinations issued under Davis-Bacon and Related Acts" which are issued by the Department of Labor and available through the Government Printing Office (see FAR 22.404(3)). The prime contractor shall notify the EPA Contracting Officer of the appropriate wage determinations to be used prior to issuance of the solicitation and/or prior to bid/proposal receipt. The prime contractor shall request the EPA Contracting Officer to provide the applicable Wage Determination if the prime does not have access to the "General Wage Determinations".

In instances where a published wage determination does not exist that is applicable to the work being performance and/or for the location at which the work is being performed, a project determination will have to be requested from the Department of Labor. The prime contractor shall provide the EPA Contracting Officer with sufficient notice for him/her to request a project wage determination from the Department of Labor (see FAR 22.404-3). The prime contractor shall forward an SF308, "Request for Determination and Response to Request", with the classifications of labor identified. The EPA Contracting Officer will verify that the information contained on the SF308 is complete and verify the labor classifications requested with the Project Officer and COR prior to forwarding the SF308 to the Department of Labor.

H.32 PERFORMANCE AND PAYMENT BONDS (LOCAL LW-28-13) (DEC 2001)

(a) The Miller Act applies to substantial and segregable construction exceeding \$25,000 under this contract. The Contractor shall furnish payment and performance bonds with the United States as the obligee in amounts specified by the Contracting Officer. Upon request of the prime Contractor and with the consent of the Contracting Officer, the performance bond may be provided by the

subcontractor.

(b) In all cases, the Contracting Officer has the latitude to determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.33 OTHER DIRECT COST AND TRAVEL (LOCAL LW-31-14) (DEC 2001)

(1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)." Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

(2) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

H.34 ADVANCE AGREEMENT ON BONDING

The Miller Act requires that the prime contractor obtain performance and payment bonds on substantial and segregable construction exceeding \$25,000 under this contract. When required by the contract and approved by the contracting officer, the prime contractor may be permitted to fulfill this requirement by requiring that the subcontractor furnish the bonds with the United States named as the obligee on the bond. In that event, it is hereby mutually agreed that

there is no intent for the prime contractor to merely act as the Government's purchasing agent and that this contract shall not be construed as a facilities management contract. It is further agreed that the privity of contract between the prime and the subcontractor and the responsibilities of each is not affected in any way by permitting the subcontractor to provide Miller Act bonds in lieu of the prime contractor.

H.35 EXPERT TESTIMONY (LOCAL LW-37-17) (DEC 2001)

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.36 FUTURE EXPERT CONSULTING SERVICES (LOCAL LW-37-18) (DEC 2001)

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS ALTERNATE I (MAY 2001)
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-25	FEB 2002	PROMPT PAYMENT
52.233-1	MAR 1994	DISPUTES ALTERNATE I (DEC 1991)
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.244-2	AUG 1998	SUBCONTRACTS
52.248-2	MAR 1990	VALUE ENGINEERING PROGRAM--ARCHITECT-ENGINEER
52.249-14	APR 1984	EXCUSABLE DELAYS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20%

postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 10 years (120 months).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the

Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$20,000.000.00;

(2) Any order for a combination of items in excess of \$30,000,000.00

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.7 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Project Officer.

I.8 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions,

subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property

described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued

contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the

procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENT A - STATEMENT OF WORK

ATTACHMENT B - REPORTS OF WORK

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-R7-02-10217 are incorporated into this contract by reference.

ATTACHMENT A - STATEMENT OF WORK

REGION 10

Architect and Engineering Services (AES) Contract (RAC II)

STATEMENT OF WORK

May 27, 2003

I. BACKGROUND

This Architect and Engineering Services Contract (AES) provides professional architect/engineer, technical, and management services to the Environmental Protection Agency (EPA) to support remedial response, enforcement oversight and non-time critical removal activities under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); and the Robert T. Stafford Disaster Relief and Emergency Assistance Act pursuant to the Federal Response Plan (FRP) and other laws to help address and/or mitigate endangerment to the public health, welfare or environment, and to support States and communities in preparing for responses to releases of hazardous substances, as well as counter-terrorism.

II. GENERAL REQUIREMENTS

Contract services include performance of site management; remedial investigation and feasibility studies; engineering services to design remedial actions; construction management for implementing remedial actions, including issuing and managing subcontracts for construction of the selected remedy and engineering services in overseeing construction; engineering evaluation and cost analysis for non-time critical removal actions; enforcement support, including oversight of remedial investigations/feasibility studies, remedial design, removal action, and negotiation support; and other technical assistance, including community involvement, sampling and analysis support, risk assessment, five-year reviews and pre-design investigations. Services may include technical and management services supporting EPA's coordination and oversight of remedial activities where they are performed by a State, the U.S. Army Corps of Engineers (USACE), third party or responsible parties identified in enforcement actions. Services would also support activities under the Brownfields Initiative.

The AES contract plays a major role in the effective streamlining and acceleration of Superfund site cleanups and early action to reduce immediate risk to human health and the environment. This will be accomplished through integration of remedial and removal activities, with focus on removing redundancies in the site assessment process and creating a one-step site screening and risk assessment process. In line with this effort, the Contract has been designed to accomplish non-time critical removals. Tasks under the work areas defined in the Statement of Work (SOW) will be specified, as needed, in work ordering instruments, and their scope may be modified to reduce redundancies and accelerate cleanups.

The Contractor shall provide professional architect/engineer, technical, and management services in support of EPA's remedial response, enforcement oversight, and non-time critical removal activities at sites of release or threatened release of hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); and the Robert T. Stafford Disaster Relief and Emergency Assistance Act pursuant to the Federal Response Plan (FRP) and other laws to help address and/or mitigate endangerment to the public health, welfare or environment, and to support States and communities in preparing for responses to releases of hazardous substances, as well as counter-terrorism. This Contract shall not provide the above services for activities on Federal facilities.

Implementation of the SOW

When conducting activities under this contract, the contractor shall operate in accordance with all environmental statutes and regulations, as appropriate, including the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) as amended, the Clean Water Act/Oil Pollution Act as amended, the Clean Air Act as amended, the National Contingency Plan as amended and the Toxic Substances Control Act as amended.

In accordance with applicable laws, regulations, guidance and policies, the Contractor shall furnish the personnel, services, materials, equipment, knowledge, and expertise to successfully complete the tasks required under this contract. Any and all services and products shall be delivered in compliance with all applicable Federal, State, and local laws, regulations, guidance and policies, and will be adjusted to reflect those applicable laws, regulations, guidance, and policies which become effective after the effective date of this contract.

The Contractor may be tasked to provide remediation services activities within Mexico or Canada. The Contractor will be subject to applicable foreign laws while performing these activities and for ensuring that all Mexican or Canadian requirements necessary to perform these activities are met.

Work Areas, Tasks and the Work Breakdown Structure

The Work Breakdown Structure (WBS) (Exhibit 1) presents Tasks for each Work Area. The Task Category Inventory (Exhibit 2) presents all the tasks and indicates which Work Areas to which the tasks would apply. Not all tasks described under each Work Area in the WBS will be used for every assignment. The contractor shall utilize the SOW WBS, as presented and supplemented through individual Work Ordering Documents, for project scoping, scheduling and technical and costs tracking and reporting.

Work Areas are organized into three categories:

- o Fund-Lead Site Specific Work Areas
- o Enforcement Support Site Specific Work Areas
- o Other Technical Assistance Site Specific Work Areas

In addition to outcomes and deliverables listed within Work Areas, individual work ordering instruments may specify additional outcomes and deliverables.

The contractor shall avoid duplication of prior efforts in gathering and assimilating site information and recommend opportunities for early actions in order to reduce site risks as quickly as possible. The contractor shall utilize the most applicable and current regulations and guidance documents when conducting work. The contractor shall continually look for and implement ways to streamline activities and minimize costs without compromising quality. The contractor shall assign work to personnel at the appropriate professional and/or technical levels and with the appropriate skills to most efficiently perform tasks.

When tasked, the Contractor shall provide the services in the SOW to any EPA Regional Office, unless specific place of performance limitations are established in the Contract.

III. SPECIFIC REQUIREMENTS

The contractor shall perform the following activities when requested via the issuance of a work ordering instrument. Additional outcomes and deliverables may be further defined in the work ordering document.

A. FUND-LEAD SITE SPECIFIC ACTIVITIES

The EPA will issue work ordering instruments for sites that have been selected by EPA for fund-financed study and/or remedial action, where EPA has assumed the lead responsibility for managing the site. The activities to be performed shall be consistent with Section 300.68 of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and Section 121 of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)

Under the RI, assess the extent of contamination, assess the risks to human health and the environment, and support the development, evaluation and selection of appropriate response alternatives. Under the FS, assist in developing appropriate remedial alternatives and evaluate them so the appropriate remedy may be selected. RI/FS activities must be in accordance with all applicable regulations and guidance including but not limited to OSWER Directive 9355.3-01, 10-88 (Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA). The Government may order a combined RI/FS or separate RI or FS. This will be defined in the work ordering instrument.

Expected outcomes and deliverables:

1. Remedial Investigation Report (and/or)
2. Feasibility Report/Study

REMEDIAL DESIGN

Convert the remedy selected in the ROD into a final design document for the RA. All activities shall be in conformance with the remedy selected and set forth in the Record of Decision (ROD), or otherwise directed by EPA.

Expected outcomes and deliverables:

1. Design Criteria/Conceptual (Preliminary) Design
2. Intermediate Design
3. Pre-final/ Final Design (including cost estimate)

CONSTRUCTION SUPPORT

Provide technical assistance during the implementation of a Fund-lead RA or LTRA to support the Remedial Project Manager with Resident Engineering services in accordance with the objectives of the Remedial Design and LTRA.

Expected outcomes and deliverables:

1. Comments on RA submittals
2. Oversight inspection

NON-TIME CRITICAL REMOVAL SUPPORT (EE/CAs)

Provide Non-Time Critical Removal Support in accordance with "Engineering Evaluation Cost Analysis Guidance for Non-Time Critical Removal Actions" (EPA, 1987, or latest revision) and "Outline of EE/CA Guidance" (EPA, March 30, 1988, or latest revision).

Expected outcomes and deliverables:

1. Engineering Evaluation/Cost Analysis

NON-TIME CRITICAL REMOVAL ACTION

Implement the design remedy involving the procurement of a construction subcontractor(s) and construction management activities, in addition to technical engineering services, in accordance with the objectives of the Remedial Design. Prepare necessary design documents required to implement the alternative identified in the Action Memo approved by the Agency.

Expected outcomes and deliverables:

1. After Action Report

B. ENFORCEMENT SUPPORT SITE SPECIFIC WORK AREAS

RI/FS OVERSIGHT

Oversee Potentially Responsible Party (PRP) RI/FS activities. Verify PRP technical work is conducted in accordance with the Settlement Agreement (administrative order on consent or a judicial consent decree) statement of work.

Expected outcomes and deliverables:

1. Technical Review and Comments on PRP submittals
2. Field oversight of PRP on-site activities

NEGOTIATION SUPPORT

Monitor and provide technical support to EPA staff during negotiations with PRP for implementation of the Remedial Investigation/Feasibility Study, Remedial Design/Remedial Action, or Removal Action activities.

Expected outcomes and deliverables defined in individual work order instrument.

RD OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree or an unilateral administrative order) statement of work.

Expected outcome:

1. Comments on PRP Submittals

RA OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or an unilateral administrative order) statement of work.

Expected outcome:

1. Comments on PRP Submittals

2. Oversight/field inspection of PRP construction operations

REMOVAL OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree) statement of work.

Expected outcome and deliverables:

1. Comments on PRP submittals.
2. Oversight/field inspection of PRP removal activities

LONG-TERM RESPONSE OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or an unilateral administrative order) statement of work.

Expected outcomes and deliverables defined in individual work order instrument.

OPERATION AND MAINTENANCE (O&M) OVERSIGHT

Verify that PRP O&M is conducted in accordance with the Settlement Agreement (an administrative order on consent or a consent decree) statement of work. If State is conducting O&M, verify that State O&M is conducted in accordance with Superfund State Contract and O&M Plan.

Expected outcomes and deliverables defined in individual work order instrument.

LITIGATION SUPPORT

Provide EPA with technical support with regard to litigation. However, the contractor will not provide any legal services, representation or counseling to EPA

Expected outcome and deliverables defined in individual work order instrument.

POST-CONSTRUCTION RA OVERSIGHT

Verify PRP work is conducted in accordance with the Settlement Agreement (a consent decree or an unilateral administrative order) statement of work. Incorporate EPA approved PRP initial and post construction remedial designs that address Five Year Review remedy follow-up recommendations.

Expected outcome:

1. Comments on PRP Submittals
2. Oversight/field inspection of PRP construction operations.

C. OTHER TECHNICAL ASSISTANCE SITE SPECIFIC WORK AREAS

COMMUNITY INVOLVEMENT

Assist in the preparation and implementation of the Community Involvement Plan for the site.

Expected outcome and deliverables defined in individual work order instrument.

SAMPLING AND ANALYTICAL SUPPORT

Provide sampling and analytical support including long term monitoring.

Expected outcome and deliverables defined in individual work order instrument.

PRE-DESIGN INVESTIGATION

Perform pre-design investigations.

Expected outcome and deliverables defined in individual work order instrument.

TREATABILITY STUDY/PILOT TESTING

Provide the data necessary to evaluate and, to implement one or more remedial alternatives. These studies generally involve characterizing untreated wastes and evaluating the performance of the technology under different operating conditions.

Expected outcome and deliverables defined in individual work order instrument.

RISK ASSESSMENT

Conduct Baseline Human Health Risk Assessment and Baseline Ecological Risk Assessment and prepare the necessary documents to characterize and quantify where appropriate, the current and potential human health and environmental risks that would prevail if no further action is taken.

Expected outcome and deliverables defined in individual work order instrument.

PRELIMINARY ASSESSMENT FOR SITE ASSESSMENT

Provide preliminary assessment activities for site assessments. Preliminary assessments (PA) are intended to provide a preliminary screening of sites to facilitate the assignment of site priorities. EPA shall determine site priorities for placing sites on the National Priority List (NPL). Conduct all preliminary assessments in accordance with "Guidance for Performing Preliminary Assessments under CERCLA," OSWER Directive 9345.0-01A, September 1991, or latest revision. Major activities include background research, a site reconnaissance, the generation of a PA report, and the generation of a preliminary HRS score. The EPA shall make the determination of final HRS scores.

Expected outcome and deliverables defined in individual work order instrument.

1. Draft and final PA report

SITE INSPECTION FOR SITE ASSESSMENT

Perform site inspection activities for site assessments. Site inspections (SI) are the second phase of an ongoing screening process used to determine whether a site has the potential to be included on the National Priorities List. EPA shall determine site priorities for placing sites on the National Priority List (NPL). This work area includes Screening Site Inspections and Expanded Site Inspections. All Site inspections shall be performed in accordance with "Guidance for Performing Site Inspections under CERCLA," OSWER Directive 9345.1-05, September 1992, Interim Final, or latest revision. Major activities include background research, field sampling, generation of an SI report, and generation of an HRS score. EPA will make the determination of the final HRS score.

Expected outcome and deliverables defined in individual work order instrument.

HRS PACKAGE PREPARATION FOR SITE ASSESSMENT

Prepare Hazard Ranking System (HRS) packages for site assessments. The Hazard Ranking System is a scoring system that evaluates the relative threat to public health and the environment posed by releases and potential releases of hazardous substances. The HRS score and the supporting documentation are compiled into an HRS package. EPA uses the information in this package to determine HRS scores, to determine priorities of sites for placement on the National Priority List (NPL), and to place sites on the NPL. Major activities in this work area include background research, generation of an estimated HRS score, preparation of a summary report or data gap memo if necessary, and the generation of an HRS documentation record.

Expected outcome and deliverables defined in individual work order instrument.

SITE SECURITY AND MAINTENANCE

Perform site security.

Expected outcome and deliverables defined in individual work order instrument.

DESIGN ASSISTANCE

Perform design assistance activities.

Expected outcome and deliverables defined in individual work order instrument.

FIVE-YEAR REVIEW

Provide technical support to determine whether the remedy at a site is/remains protective of human health and the environment and evaluate the implementation and performance of the selected remedy in accordance with OSWER Directive 9355.7-03B-P, "Comprehensive Five-Year Review Guidance", June 2001. The contractor shall consider all current and past activities at the site. EPA will make all final determinations.

Expected outcome and deliverables:

A Five-Year Review document that is at a minimum (1) is submitted on or before the due date, (2) is consistent with the Comprehensive Five-Year Review Guidance, (3) contains a protectiveness statement that is well supported by the document, and (4) provides information specified in the guidance for any identified follow-up actions that affect the protectiveness of the remedy.

RECORDS MANAGEMENT AND ADMINISTRATIVE SUPPORT

Compile the site file and the Administrative Record. The site file shall contain all site-related documents including memoranda, correspondence, reports, photographs, lab data and other material produced or received by EPA. The Administrative Record is a subset of the site file containing documents that relate to public involvement and the selection of the Remedial Action.

Expected outcome and deliverables defined in individual work order instrument.

REAL PROPERTY ACQUISITION SUPPORT

Perform support for property acquisition activities. EPA will perform actual acquisition activities.

Expected outcome and deliverables defined in individual work order instrument.

TECHNICAL ASSISTANCE

Perform expert technical assistance for a specific site.

Expected outcome and deliverables defined in individual work order instrument.

INTEGRATED SITE ASSESSMENT/INVESTIGATION

Perform integrated site assessment and investigation activities for both potential removal candidates and potential NPL candidates. Integrated site assessment and investigation activities will generally be performed under the following conditions:

- o Public drinking water supplies are or may be contaminated with a hazardous substance;
- o Private wells are or may be contaminated with a hazardous substance above a health based benchmark;
- o Soils on school, day care center, or residential properties are or may be contaminated above background levels;
- o A hazardous substance is detected or suspected above background in an off-site air release in a populated area;
- o A highly toxic substance known to bioaccumulate has been or may have been discharged into surface waters; and/or
- o Sensitive environments are or may be contaminated with a hazardous substance above background levels.

Activities performed pursuant to this requirement shall be in conformance with OSWER Directive 9345.1-6FS, September 1993 entitled, "Integrating Removal and Site Assessment Investigations (EPA/540-F-93-038).

Expected outcome and deliverables defined in individual work order instrument.

Region 10
Exhibit 1
WORK BREAKDOWN STRUCTURE
May 27, 2003

- FUND-LEAD SITE SPECIFIC WORK AREAS -

REMEDIAL INVESTIGATION/FEASIBILITY STUDY

Work Area Code: RI

Action Code: CO (RI/FS Combined), RI (Remedial Investigation),
FS (Feasibility Study)

Tasks (Task Category Code)

1. Project Planning and Support (PP)
2. Community Involvement (CR)
3. Field Investigation/Data Acquisition (FI)
4. Sample Analysis (SN)
5. Analytical Support and Data Validation (AN)
6. Data Evaluation (DE)
7. Risk Assessment (RA)
8. Treatability Study/Pilot Testing (TT)

9. Remedial Investigation Report (RR)
10. Remedial Alternatives Screening (RS)
11. Remedial Alternatives Evaluation (RE)
12. FS Report (FS)
13. Post RI/FS Support (PR)
14. Administrative Record (AR)
15. Work Assignment/Task Order Close Out (CO)

REMEDIAL DESIGN

Work Area Code: RD

Action Code: RD

Tasks (Task Category Code)

1. Project Planning and Support (PP)
2. Community Involvement (CR)
3. Field Investigation/Data Acquisition (FI)
4. Sample Analysis (SN)
5. Analytical Support and Data Validation (AN)
6. Data Evaluation (DE)
7. Treatability Study/Pilot Testing (TT)

8. Preliminary Design (PD)
9. Equipment/Services/Utilities (ES)
10. Intermediate Design (ID)
11. Pre-final/Final Design (FD)
12. Reuse Planning (RV)
13. Post Remedial Design Support (DS)
14. Work Assignment/Task Order Close Out (CO)

CONSTRUCTION SUPPORT

Work Area Code: CO

Action Code: RA

Tasks (Task Category Code)

1. Project Planning and Support (PP)
2. Community Involvement (CR)
3. Management Support (MS)
4. Detailed Resident Inspection (Resident Engineer) (RI)

5. Analytical Support and Data Validation (AN)
6. Cleanup Validation (CV)
7. Project Completion and Close Out (PC)
8. Work Assignment/Task Order Close Out (CO)

NON-TIME CRITICAL REMOVAL SUPPORT (EE/CAs)		
	Work Area Code: NS	Action Code: EE
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Field Investigation/Data Acquisition (FI) 4. Sample Analysis (SN) 5. Analytical Support and Data Validation (AN) 6. Data Evaluation (DE) 7. Risk Assessment (RA)		8. Identification and Screening of Removal Alternatives (IS) 9. Analysis of Removal Alternatives (AL) 10. Engineering Evaluation/Cost Analysis (EE/CA) Report (EE) 11. Post EE/CA Support (PE) 12. Administrative Record (AR) 13. Work Assignment/Task Order Close Out (CO)
NON-TIME CRITICAL REMOVAL ACTION		
	Work Area Code: NA	Action Code: RV
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Procurement of Subcontract (PB) 4. Management Support (MS) 5. Detailed Resident Inspection (Resident Engineer) (RI) 6. Post Remedial Design Support (DS) 7. Pre-final/Final Design (FD) 8. Intermediate Design (ID)		9. Preliminary Design (PD) 10. Cleanup Validation (CV) 11. Remedial Action/Non-time Critical Removal Action Implementation (Subpool Activities) (AI) 12. Project Performance (PJ) 13. Project Completion and Close Out (PC) 14. Work Assignment/Task Order Close Out (CO)

- ENFORCEMENT SUPPORT SITE SPECIFIC WORK AREAS -

RI/FS OVERSIGHT		Work Area Code: RS	Action Code: BD (RI/FS Combined); NA (Remedial Investigation; NK Feasibility Study)
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Field Investigation/Data Acquisition (FI) 4. Sample Analysis (SN) 5. Analytical Support and Data Validation (AN) 6. Data Evaluation (DE) 7. Risk Assessment (RA) 8. Treatability Study/Pilot Testing (TT)		9. Remedial Investigation Report (RR) 10. Remedial Alternatives Screening (RS) 11. Remedial Alternatives Evaluation (RE) 12. FS Report (FS) 13. Post RI/FS Support (PR) 14. Administrative Record (AR) 15. Work Assignment/Task Order Close Out (CO)	
NEGOTIATION SUPPORT		Work Area Code: NG	Action Code: NG
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Negotiation Support (NG) 3. Document Review (DR)		4. Post ROD Cost Analysis (RC) 5. Work Assignment/Task Order Close Out (CO)	
RD OVERSIGHT		Work Area Code: RO	Action Code: BE
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Field Investigation/Data Acquisition (FI) 4. Sample Analysis (SN) 5. Analytical Support and Data Validation (AN) 6. Reuse Planning (RV)		7. Data Evaluation (DE) 8. Review of PRP RD/RA Submittals (RP) 9. Remedial Action Oversight (RO) 10. Technical Meeting Support (TM) 11. Work Assignment/Task Order Close Out (CO)	
RA OVERSIGHT		Work Area Code: RX	Action Code: BF
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Field Investigation/Data Acquisition (FI) 4. Sample Analysis (SN) 5. Analytical Support and Data Validation (AN) 6. Reuse Planning (RV)		7. Data Evaluation (DE) 8. Review of PRP RD/RA Submittals (RP) 9. Remedial Action Oversight (RO) 10. Technical Meeting Support (TM) 11. Work Assignment/Task Order Close Out (CO)	

REMOVAL OVERSIGHT		
Work Area Code: VO		Action Code: BB
1. Project Planning and Support (PP)	7. Risk Assessment (RA)	
2. Community Involvement (CR)	8. Review of PRP Removal Submittals (RQ)	
3. Field Investigation/Data Acquisition (FI)	9. Removal Oversight (VO)	
4. Sample Analysis (SN)	10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)	11. Administrative Record (AR)	
6. Data Evaluation (DE)	12. Work Assignment/Task Order Close Out (CO)	
LONG TERM RESPONSE ACTION OVERSIGHT		
Work Area Code: ME		Action Code: ME
1. Project Planning and Support (PP)	7. Data Evaluation (DE)	
2. Community Involvement (CR)	8. Review of PRP RD/RA Submittals (RP)	
3. Field Investigation/Data Acquisition (FI)	9. O&M Oversight (OM)	
4. Sample Analysis (SN)	10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)	11. Work Assignment/Task Order Closeout (CO)	
6. Reuse Planning (RV)		
OPERATION AND MAINTENANCE (O&M) OVERSIGHT		
Work Area Code: OM		Action Code: OM
1. Project Planning and Support (PP)	5. Data Evaluation (DE)	
2. Community Involvement (CR)	6. Technical Meeting Support (TM)	
3. O&M Oversight (OM)	7. Reuse Planning (RV)	
4. Analytical Support and Data Validation (AN)	8. Work Assignment/Task Order Closeout (CO)	
LITIGATION SUPPORT		
Work Area Code: LS		Action Code: LT
1. Project Planning and Support (PP)	4. Technical Assistance (TA)	
2. Document Collection (DC)	5. Work Assignment/Task Order Closeout (CO)	
3. Expert Witness Support (EW)		
POST-CONSTRUCTION REDMEDIAL ACTION OVERSIGHT		
Work Area Code: PO		Action Code: BF
1. Project Planning and Support (PP)	7. Data Evaluation (DE)	
2. Community Involvement (CR)	8. Review of PRP RD/RA Submittals (RP)	
3. Field Investigation/Data Acquisition (FI)	9. Remedial Action Oversight (RO)	
4. Sample Analysis (SN)	10. Technical Meeting Support (TM)	
5. Analytical Support and Data Validation (AN)	11. Work Assignment/Task Order Closeout (CO)	
6. Reuse Planning (RV)		

- OTHER TECHNICAL ASSISTANCE SITE SPECIFIC WORK AREAS -

COMMUNITY INVOLVEMENT

Work Area Code: CR (Remedial); CS (Removal); or CT (Enforcement)

Action Code: CR

Tasks (Task Category Code)

1. Project Planning and Support (PP)
2. Community Involvement Plan (CP)
3. Public Meeting/Public Hearing Support (PM)
4. Fact Sheet Preparation (FP)
5. Proposed Plan Support (PL)

6. Public Notices (PN)
7. Information Repositories (IR)
8. Site Mailing List (ML)
9. Responsiveness Summary Support (SU)
10. Work Assignment/Task Order Close Out (CO)

SAMPLING AND ANALYTICAL SUPPORT

Work Area Code: AN (Remedial); AO (Removal); or AP (Enforcement)

Action Code: LA

Tasks (Task Category Code)

1. Project Planning and Support (PP)
2. Sample Analysis (SN)
3. Data Evaluation (DE)

4. Analytical Support and Data Validation (AN)
5. Characterization and Disposal of Field Generated Waste (CD)
6. Work Assignment/Task Order Close Out (CO)

PRE-DESIGN INVESTIGATION

Work Area Code: PI

Action Code: DE

Tasks (Task Category Code)

1. Project Planning and Support (PP)
2. Treatability Study/Pilot Testing (TT)
3. Field Investigation/Data Acquisition (FI)
4. Sample Analysis (SN)

5. Analytical Support and Data Validation (AN)
6. Data Evaluation (DE)
7. Pre-design Engineering Report (ER)
8. Work Assignment/Task Order Close Out (CO)

TREATABILITY STUDY/PILOT TESTING	
Work Area Code: PT	Action Code: CO (RI/FS), RD (Remedial Design), BD (RI/FS Oversight)
Tasks (Task Category Code) 1. Project Planning and Support (PP) 2. Treatability Study/Pilot Testing (TT) 3. Sample Analysis (SN) 4. Analytical Support and Data Validation (AN)	5. Data Analysis and Interpretation (DI) 6. Treatability Study/Pilot Test Report (TP) 7. Work Assignment/Task Order Close Out (CO)
RISK ASSESSMENT	
Work Area Code: RK (Remedial) or RL (Enforcement)	Action Code: ED
Tasks (Task Category Code) 1. Project Planning and Support (PP) 2. Identification of Existing Information (II) 3. Sample Analysis (SN) 4. Analytical Support and Data Validation (AN)	5. Data Evaluation (DE) 6. Field Investigation (FI) 7. Risk Assessment (RA) 8. Work Assignment/Task Order Close Out (CO)
PRELIMINARY ASSESSMENT FOR SITE ASSESSMENT	
Work Area Code: PA	Action Code: QB (Fund lead); ON (Brownfields)
Tasks (Task Category Code) 1. Project Planning and Support (non-site specific) (PQ) 2. Work Assignment/Task Order Close Out (CO)	3.- n. Site Specific Activities (SS)
SITE INSPECTION FOR SITE ASSESSMENT	
Work Area Code: SI	Action Code: QB (Fund lead); ON (Brownfields)
Tasks (Task Category Code) 1. Project Planning and Support (non-site specific) (PQ) 2. Work Assignment/Task Order Close Out (CO)	3.- n. Site Specific Activities (SS)
HRS PACKAGE PREPARATION FOR SITE ASSESSMENT	
Work Area Code: HR	Action Code: HR
Tasks (Task Category Code) 1. Project Planning and Support (non-site specific) (PQ) 2. Work Assignment/Task Order Close Out (CO)	3.- n. Site Specific Activities (SS)

SITE SECURITY AND MAINTENANCE	
Work Area Code: SS (Remedial); ST (Removal); or SU (Enforcement)	Action Code: PD
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Site Maintenance (SM)	3. Site Security/Guard Services (GS) 4. Work Assignment/Task Order Close Out (CO)
DESIGN ASSISTANCE	
Work Area Code: DA	Action Code: DA
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Technical Assistance (TA)	3. Work Assignment/Task Order Close Out (CO)
FIVE-YEAR REVIEW	
Work Area Code: FR	Action Code: FE
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Community Involvement (CR) 3. Document Review (DR) 4. Standards (ARAR) Review (SR)	5. Site Visit/Interviews (SV) 6. Site Inspection/Technology Review (SI) 7. Five-year Review Report (FR) 8. Work Assignment/Task Order Close Out (CO)
RECORDS MANAGEMENT AND ADMINISTRATIVE SUPPORT	
Work Area Code: RM (Remedial); RN (Removal); or RT (Enforcement)	Action Code: SW
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Site File Organization (SO) 3. Administrative Record (AR)	4. Administrative Support (AS) 5. Work Assignment/Task Order Close Out (CO)
REAL PROPERTY ACQUISITION SUPPORT	
Work Area Code: RP (Remedial); RQ (Removal); or RR (Enforcement)	Action Code: RL
<u>Tasks</u> (Task Category Code) 1. Project Planning and Support (PP) 2. Property Acquisition (PA)	3. Work Assignment/Task Order Close Out (CO)

TECHNICAL ASSISTANCE	
Work Area Code: TA (Remedial); TB (Removal); or TC (Enforcement)	Action Code: TA
Tasks (Task Category Code) 1. Project Planning and Support (PP) 2. Expert Technical Assistance (ET)	3. Work Assignment/Task Order Close Out (CO)
INTEGRATED SITE ASSESSMENT/INVESTIGATION	
Work Area Code: SA (Remedial); or SB (Enforcement)	Action Code: QB
Tasks (Task Category Code) 1. Project Planning and Support (PP) 2. Initial Site Discovery/Screening Support (SD)	3. Integrated Sampling/Investigation Support (SA) 4. Work Assignment/Task Order Close Out (CO)

Locational Data Policy

The contractor shall comply with all requirements related to the Agency's Location Data Policy (LDP) as described in EPA Publication 220 B-92-008 (March 1992 or latest revision) entitled, "Locational Data Policy Implementation Guidance: Guide to the Policy." The LDP assures the collection of accurate, consistently-formatted, and fully documented locational coordinated for facilities, sites, monitoring points, and observation points regulated or tracked under federal environmental programs within the Agency's jurisdiction. The LDP establishes principles for collecting and documenting geodetic coordinates defined in terms of latitude and longitude (lat/long). In addition to these locational data, LDP requires documentation of specific information regarding the method used to measure lat/long coordinate, the accuracy of the measurement, and a description of the place where the lat/long were taken. In order to effectively implement the LDP policy, the contractor shall collect and document the following information when collecting data under this contract:

- **Latitude/Longitude Coordinates:** Latitude and longitude coordinates shall be provided in accordance with the Federal Interagency Coordinating Committee for Digital Cartography (FICCDC) recommendations. The coordinates must define a point, line or area, according to the most appropriate data type fore the entity being represented (i.e., singly or multiple times).
- **Methodology Description:** The specific method used to determine lat/long coordinates shall be described (i.e., remote sensing techniques, map interpolation, cadastral survey).
- **Textual Description:** Each item shall be described in written text to which the lat/long coordinates refer (i.e, north-west corner of the site, entrance to the facility, point of discharge).
- **Estimation of Accuracy:** Measurements of accuracy related to lat/long coordinates shall be estimated in terms of the most precise units of measurement used.

Region 10

**Architect and Engineering Services (AES) Contract
Response Action Contract II (RAC II)**

TASK INVENTORY

May 27, 2003

Exhibit 2

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
AI	REMEDIAL ACTION/NON-TIME CRITICAL REMOVAL ACTION (SUBPOOL ACTIVITIES)	NA	<p>Implement the remedy by subcontractor(s) at the site in accordance with the design and all subcontract(s) documents (drawings, specifications and plans). Typical activities include:</p> <ul style="list-style-type: none"> o Site specific construction and remedial actions (secure site and establish operations area, including laying out of clean zone, waste/stage handling areas & decon areas o Implementation of remedy in accordance with ROD or EE/CA and Remedial Design Plans and Specifications. o Site specific RA reserve (change orders) (reserve usually 15% of estimated subcontract cost depending on nature of job) [NOTE: This for costs only - no hours should be reflected under this task. Dollars only task.]
AL	ANALYSIS OF REMOVAL ALTERNATIVES	NS	<p>Assess individual removal alternatives against the criteria of effectiveness, implementability and cost, in addition to comparative analysis of options. Recommend and conduct treatability studies at direction of EPA. EPA shall determine the selected removal alternative.</p>
AN	ANALYTICAL SUPPORT AND DATA VALIDATION	RI, RD, CO, NS, RS, RO, RX, VO, ME, OM, PO, PI, PT, RK/RL, AN/AO/AP	<p>Schedule, coordinate, track, and oversee sample analyses and validate analytical data produced. Typical activities include:</p> <ul style="list-style-type: none"> o Collect, prepare, and ship environmental samples in accordance with the Field Sampling Plan (FSP) . The following types of sampling may be required: <ul style="list-style-type: none"> - Field screening - Groundwater sampling - Surface and subsurface soil sampling - Surface water and sediment sampling - Air monitoring and sampling - Biota sampling - Other types of media sampling and screening o Develop Data Quality Objectives (DQO) for each sampling event; these DQOs shall be the determinative factor for assessing the success or failure of the sampling o Request, obtain, and perform oversight of analytical services in compliance with EPA requirements o Coordinate with the EPA Sample Management Office (SMO), the Regional Sample Control Coordinator (RSCC), and/or the Environmental Services Division (ESD) regarding analytical, data validation, and quality assurance issues o Implement the EPA-approved laboratory quality assurance program which provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions o Provide sample management including chain-of custody procedures, information management, sample retention, and 10-year data storage o Perform data validation, the process by which the quality of the data, the defensibility of the data, and the chain of custody are verified. Perform data validation in accordance with Regional guidelines. o Review data for usability for its intended purpose o Provide reports on data validation and usability

Region 10 - TASK INVENTORY
5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
AR	ADMINISTRATIVE RECORD	RI, NS, RS, VO, RM/RN/RT	Produce the Administrative Record. Typical activities include: <ul style="list-style-type: none"> o Attend meeting with EPA Contracting Officer's Representative (COR), Site Attorney, and Administrative Record Coordinator. o Provide assistance in compiling documents comprising of the Administrative Record File in accordance with EPA Regional guidance or other procedures as specified. o Prepare Draft Administrative Record Index in accordance with EPA Regional guidance or other procedures as specified. o Prepare Administrative Record Index. o Coordinate duplication of Administrative Record. o Assemble Administrative Record and Index.
AS	ADMINISTRATIVE SUPPORT	RM/RN/RT	Provide administrative activities during the preparation of the site file and Administrative Record at the direction of the COR.
CD	CHARACTERIZATION AND DISPOSAL OF FIELD GENERATED WASTE	AN/AO/AP	Characterize and dispose wastes generated by sampling activities. Dispose of wastes in accordance with local, state, and Federal regulations.
CO	WORK ASSIGNMENT/TASK ORDER CLOSEOUT	In all Work Areas	Close out Work Assignment/Task Order. Activities include: <ul style="list-style-type: none"> o Return of documents to EPA or other document repositories o File duplication, distribution, and storage o File archiving to meet Federal Records Center requirements o Use of microfiche, microfilm, or other EPA-approved data storage technology o Prepare a Work Assignment/Task Order Close-out Report (WACR) in accordance with Regional guidance or other procedures as specified in the Work Assignment/Task Order. The WACR shall address the circumstances that explain why the final hours/budget is greater than the +/- 10% of the original approved work plan hours/budget.
CP	COMMUNITY INVOLVEMENT PLAN	CR/CS/CT	Prepare and/or update a Community Involvement Plan (CIP). The plan shall include a description of the site and the community, an overview of community involvement to date, community concerns regarding the site, in addition to required and suggested community involvement activities. A list of elected officials, Agency representatives and other key contacts are to be included. Typical activities include: <ul style="list-style-type: none"> o Review existing site information when directed by EPA o Prepare for and conduct interviews in the site community. o Prepare and submit CIP

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
CR	COMMUNITY INVOLVEMENT	RI, RD, CO, NS, NA, RS, RO, RX, VO, ME, OM, PO, FE	<p>Prepare and implement the Community Involvement Plan (CIP) for the site. Typical activities include:</p> <ul style="list-style-type: none"> o Conduct community interviews. o Prepare Community Involvement Plan (CIP) o Provide public meeting and/or open house support o Prepare fact sheets, notices and other informational documents o Provide support for Proposed Plan in accordance with "The NCP and EPA Community Involvement in Superfund-A Handbook" (most current version) o Provide public hearing support o Publish Public Notices in local newspapers serving the site community o Maintain public information repositories o Develop and update site mailing list o Provide administrative and technical support for Responsiveness Summary o Prepare presentation materials o Implementation of other Community Involvement activities as identified by the site specific Community Involvement Plan or EPA o Provide technical support to review Community Involvement deliverables and participate in public meetings <p>In addition to above for Work Area NS:</p> <ul style="list-style-type: none"> o Provide support for Engineering Evaluation/Cost Analysis in accordance with Regional requirements
CV	CLEANUP VALIDATION	CO, LR, NA	<p>Provide quality assurance monitoring and documentation that the work being done at the site is in accordance with the design and all subcontract(s) documents (drawings, specifications and plans). Typical activities include:</p> <ul style="list-style-type: none"> o Sampling <ul style="list-style-type: none"> Perform confirmatory sampling and analysis to include sample collection, shipping, analysis, and validation costs o Cleanup Status Report <ul style="list-style-type: none"> Development of a report at the request of the COR that describes the progress of the remedial action based upon sampling and analytical results
DC	DOCUMENT COLLECTION	LS	Produce site documents to support discovery activities.

Region 10 - TASK INVENTORY

5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
DE	DATA EVALUATION	RI, RD, NS, RS, RO, RX, VO, ME, OM, PO, AN/AO/AP, PI, RK/RL	<p>For RS, RO, RX and VO: Compile split sampling data and the discussion of usability of all data. A report summarizing split sample results shall be submitted. The report shall include a discussion of analytical results, a comparison of PRP sampling data with the split samples analyzed by EPA and a discussion of any discrepancies.</p> <p>For remaining Work Areas: Compile analytical and field data. Provide data in format that is compatible with Regional or National electronic data management network. [For RI and NS Work Areas: Data shall be utilized in the preparation of the RI and Risk Assessment Report tables, maps and figures.] Typical activities the include:</p> <ul style="list-style-type: none"> o Data usability evaluation/field QA/QC o Data Reduction and Tabulation o Data trend evaluation and/or modeling and submission of Technical Memorandum <p>For Work Areas RI and NS:</p> <ul style="list-style-type: none"> o Data Reduction and Tabulation. <ul style="list-style-type: none"> - Soil boring and monitoring well logs. - Field sampling data. - Hydrogeological testing data. - Geophysical data (downhole geophysics, survey). - Analytical results. o Environmental Fate and Transport Modeling/Evaluation
DI	DATA ANALYSIS AND INTERPRETATION	PT	<p>Summarize and evaluate the data collected to determine the validity or performance of the treatment process. Typical activities include:</p> <ul style="list-style-type: none"> o Determine quality of data and usability/limitations <ul style="list-style-type: none"> - Assess precision, accuracy and completeness o Data compilation o Statistical analysis

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
DR	DOCUMENT REVIEW	NG, FR	<p>For NG: Review and comment on enforcement documents. Typical activities include:</p> <ul style="list-style-type: none"> o Develop or review scopes of work for enforcement documents o Review of PRP submittals at the direction of the EPA COR o Prepare Technical Memorandum <p>For FR: Review documents and site files, at the direction of the EPA COR, to become knowledgeable with the history and status of the site. Review of specific documents include:</p> <ul style="list-style-type: none"> o Record of Decision (ROD) o ROD Summaries o Consent Decrees o Close-out Reports o Operation and Maintenance Manuals and Reports o Groundwater Monitoring Plans o Administrative Record

Region 10 - TASK INVENTORY

5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
DS	POST REMEDIAL DESIGN SUPPORT	RD, NA	<p>Solicit the procurement, evaluate offers received and inform the EPA Contracting Officer of the best qualified/cost effective offer. (Award of the contract will be part of Remedial Action Work Assignment/Task Order.) Specific activities include:</p> <ul style="list-style-type: none"> o Pre-bid (Pre-Solicitation) Activities <ul style="list-style-type: none"> - Duplication and distribution of contract documents - Advertising/soliciting of bids - Issuing addenda - Pre-bid (pre-solicitation) meetings - Resolution of bidder (offeror) inquiries - On-site visits - Compilation of contract documents - Resolicit bids/offers and repackage documents if necessary o Pre-award Activities <ul style="list-style-type: none"> - Receipt of bids (offers) - Determination of responsive, responsible bidders (offerors) - Bid (offer) tabulation - Bid (offer) analysis - Receipt of follow-up items from lowest responsible bidder (offeror) - Review of EEO, MBE requirements, SDB subcontracting plans, etc. - Reference checks - Request for consent from EPA o Preparation of final design fact sheet <p>Before Remedial Action field activities can begin, several site specific plans shall be written or updated by the RA Contractor and may be reviewed by the RD contractor to establish procedures to be followed by the contractor in performing field, laboratory and analysis work in addition to community and agency liaison activities. These plans include:</p> <ul style="list-style-type: none"> o Site Management Plan o Sampling and Analysis Plan o Health and Safety Plan o Construction Quality Assurance Plan o Contingency Plan <p>The existing plans developed for the Remedial Design, amended at the direction of EPA COR, may be used if appropriate.</p>

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
EE	ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) REPORT	NS	<p>Prepare findings once data has been evaluated. The task includes all draft and final reports. The EE/CA Report shall include a discussion of the following:</p> <ul style="list-style-type: none"> o Site Characterization <ul style="list-style-type: none"> - Site description - Site background - Analytical data - Site conditions that justify a removal action - Reuse Assessment and Reasonably Anticipated Future Land Uses o Risk Evaluation <ul style="list-style-type: none"> - Human health risks - Ecological risks - Proposed cleanup levels o Identification of Removal Action Objectives <ul style="list-style-type: none"> - Statutory limits on removal actions - Removal action scope - Removal action schedule - Applicable or Relevant and Appropriate Requirements o Identification of Removal Action Alternatives o Analysis of Removal Alternatives <ul style="list-style-type: none"> - Effectiveness - Implementability - Cost o Comparative Analysis o Identification of ARARs o Provide technical assistance in the preparation of the Action Memo (FRAN TO GET BACK) o Evaluation of Post-Removal Site control activities necessary to sustain the integrity of the Removal Action
ER	PRE-DESIGN ENGINEERING REPORT	PI	Prepare findings once data has been evaluated. The report shall provide information regarding the significance of the results relative to the design of the remedy
ES	EQUIPMENT/SERVICES/ UTILITIES	RD	Acquire long-lead equipment, services, and/or utilities identified during the preliminary design phase.
ET	EXPERT TECHNICAL ASSISTANCE	TATB/TC	<p>Provide expert knowledge to the EPA in a variety of technical areas, including but not limited to: lead, incineration, ground water treatment, non-aqueous phase liquids (NAPL), soil vapor extraction. In addition, real estate, property law, and development expertise may be required. Typical activities include:</p> <ul style="list-style-type: none"> o Attend technical meetings and briefings at the direction of the EPA COR o Provide assistance in the development and/or review of technical information/documentation relating to the site (e.g., application of a specific technology on a specific site) o Counter-terrorism support

Region 10 - TASK INVENTORY
5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
EW	EXPERT WITNESS SUPPORT	LS	Prepare for the provision of expert testimony during litigation. The contractor shall not prepare testimony for expert witnesses who are EPA personnel.
FD	PRE-FINAL/FINAL DESIGN	RD, NA	<p>Prepare the Pre-final/Final design. Specific components may include preparation of the following:</p> <ul style="list-style-type: none"> o Subcontract award document o Pre-final/final design specifications o Pre-final/final drawings and schematics o Pre-final/final Design Criteria Report o Pre-final/final Basis of design report o Pre-final/final Construction Quality Assurance Plan o Draft O&M Manual o Relevant Appendices o Complete RA Solicitation Package o Pre-final/final Revised RA and O&M cost estimates (+15 percent and -5 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action o A pre-final/final design review/briefing for EPA o Bidability (offerability), operability, constructability, claims prevention, and environmental compliance reviews o Revised Project Delivery Strategy o The 100% design submittal shall include the final plans and specifications in reproducible format, final cost estimate and a schedule of the overall Remedial Action

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
FI	FIELD INVESTIGATION/DATA ACQUISITION	RI, RD, NS, RS, RO, RX, VO, ME, PO, PI, RK/RL	<p>For Work Areas RI, NS and PI: Collect environmental data. Typical activities include:</p> <ul style="list-style-type: none"> o Mobilization/Demobilization o Hydrogeological Assessment <ul style="list-style-type: none"> - Test boring and monitoring well installation and development - Downhole geophysics - Groundwater elevation measurements - Surface water elevation measurements o Soil Boring, Drilling, and Testing o Environmental Sampling <ul style="list-style-type: none"> - Field screening - Groundwater sampling - Surface soil sampling - Soil boring/permeability sampling - Surface water and sediment sampling - Air monitoring - Indoor sampling o Reuse Assessment o Geotechnical Survey o Field generated waste characterization and disposal in accordance with Local, State and Federal Regulations o Site Reconnaissance <ul style="list-style-type: none"> - Ecological resources reconnaissance - Well inventory - Existing well development and establishment of sampling points - Landfill gas emission sampling - Surface geophysical survey - On-Site and residential well sampling - Surface water sampling - Soil Sampling - Sediment sampling - Leachate sampling - Field screening - Tank and drum sampling o Ecological Characterization <ul style="list-style-type: none"> - Wetland and habitat delineation/function and value assessment - Wildlife observations - Benthic reconnaissance/community characterization - Identification of endangered species and others of special concern - Bioassays - Bioaccumulation studies - Biota sampling/population studies

(Contd. next page)

Region 10 - TASK INVENTORY

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Task Code	Task Title	Work Area Code	Task Elements
FI	FIELD INVESTIGATION/DATA ACQUISITION (Contd)		<p>For Work Areas VO, RS and RO: Provide technical field oversight for the purpose of documenting PRP performance of field work. A field logbook shall be kept by the contractor and provided to EPA. Typical activities include the following:</p> <ul style="list-style-type: none"> o Oversight and documentation of PRP field activities when directed by EPA COR o Collection of split samples o Perform sampling/screening/assessment when directed by COR o Preparation of Technical Oversight Reports <p>For Work Area PI:</p> <ul style="list-style-type: none"> o Aquifer Pump Tests <ul style="list-style-type: none"> - Test wells - Observation wells - Pump test water containment <p>For RD and RK/RL: Acquire additional data to support remedial activities. The results of this effort as well as previous studies shall be used to define contaminant levels, other physical/chemical properties, and volume. Typical activities include:</p> <ul style="list-style-type: none"> o Environmental Survey o Mobilization/Demobilization o Test Boring and Monitoring Well Installation and Development o Soil Boring, Drilling, and Testing o Environmental Sampling: <ul style="list-style-type: none"> - groundwater sampling - surface soil sampling - soil boring/permeability sampling - surface water and sediment sampling - air monitoring - biota sampling o Physical/Chemical Testing (for treatment, handling or disposal) o Field generated waste characterization and disposal in accordance with Local, State and Federal Regulations <p>For RO, RX, ME and PO: Provide technical field oversight for the purpose of documenting PRP performance of field work. A field logbook shall be kept by the contractor and provided to EPA. Typical activities include:</p> <ul style="list-style-type: none"> o Oversee and document PRP field sampling activities o Collect samples during RD, RA and LTRA phases o Perform sampling/screening/testing/assessment (COR will list locations, types, and numbers of samples) o Prepare Technical Oversight Reports at the completion of RD sampling, and RA or LTRA cleanup validation activities

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Task Code	Task Title	Work Area Code	Task Elements
FP	FACT SHEET PREPARATION	CR/CS/CT	Prepare and submit fact sheets regarding site activities. The fact sheets may include information regarding the Superfund process, site history, upcoming site activities and opportunities for public involvement in addition to information regarding the results of studies as well as plans for remediation. Provide graphics at the direction of EPA. EPA shall approve Fact Sheets before distribution.
FR	FIVE-YEAR REVIEW REPORT	FR	<p>Prepare draft five-year review report in accordance with the Comprehensive Five-Year Review Guidance issued June 2001. Provide information on how the implemented remedy is protective of human health and the environment (includes all draft and final reports) The report shall include a discussion of the following:</p> <ul style="list-style-type: none"> o Background information including an introduction, statement of objectives and a review of all ARARs o Description of site conditions including a summary of the site visit and a discussion of areas of non-compliance of ARARs o Summary of site visit and any interviews o Summary of findings, including any issues, recommendations, and followup actions o Discussion of community involvement activities, cleanup levels, exposure pathways, and other information relevant to protectiveness o Preparation of review summary including technology recommendations, requirements for recommendation implementation and a statement of protectiveness that is well supported by the document and/or attachments o Summary of requirements to serve as the basis for subsequent five-year reviews, if required.
FS	FS REPORT	RI, RS	<p>For RI: Prepare findings once remedial alternatives have been screened and evaluated. The task includes preparation of all draft and final reports. The Feasibility Study Report shall include a discussion of the following:</p> <ul style="list-style-type: none"> o Feasibility Study Objectives o Remedial Objectives o General Response Actions o Identification and screening of Remedial Technologies o Remedial Alternatives Description o Detailed Analysis of Remedial Alternatives (individual and comparative) o Summary and Conclusions <p>For RS: Review PRP Feasibility Study (FS) report. Perform a technical review and generate comments in the form of a Technical Memorandum.</p>
GS	SITE SECURITY/GUARD SERVICE	SS/ST/SU	<p>Safeguard material and personnel working at the site. Typical activities include:</p> <ul style="list-style-type: none"> o Security services as necessary during field activities o Maintain daily log including a listing of all personnel entering and exiting the site o Comply with OSHA Regulation 29 CFR 1910, Hazardous Waste Operations and Emergency Response

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Task Code	Task Title	Work Area Code	Task Elements
ID	INTERMEDIATE DESIGN	RD, NA	<p>Prepare the intermediate design. Specific components include the following:</p> <ul style="list-style-type: none"> o Update RA schedule o Intermediate specifications o Intermediate drawings o Intermediate Design Criteria Report o Intermediate Basis of design report o Revised RA and O&M cost estimates (+30 percent and -15 percent accuracy for simple projects and +40 and -20 for complex projects) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action o An intermediate design review/briefing for EPA o Results of Value Engineering (VE) study if VE screening identified potential project savings
II	IDENTIFICATION OF EXISTING INFORMATION	RK/RL	<p>Review and interpret existing information. Typical activities include:</p> <ul style="list-style-type: none"> o Review of existing data o Coordination with COR to develop Data Quality Objectives (DQOs) o Identification of DQOs o Identification of data gaps
IR	INFORMATION REPOSITORIES	CR/CS/CT	<p>Maintain public information repositories. Mail information or visit repositories to ensure site-related information is readily accessible, when directed by EPA.</p>
IS	IDENTIFICATION AND SCREENING OF REMOVAL ALTERNATIVES	NS	<p>Identify and screen removal alternatives appropriate to the purpose and scope of the Non-Time Critical Removal Action, that comply with ARARs to the maximum extent practicable.</p>
ML	SITE MAILING LIST	CR/CS/CT	<p>Develop and update the site mailing list to provide labels as needed by EPA for informational mailings to the community. Mailing lists are to be prepared in accordance with Regional format and content requirements.</p>
MS	MANAGEMENT SUPPORT	CO, NA	<p>Manage and monitor subcontract(s) required at the site. Typical activities include:</p> <ul style="list-style-type: none"> o Financial Management <ul style="list-style-type: none"> Review and approve invoices, subcontract modifications, and Work Assignment/Task Order amendments to include direct cost of change orders/financial tracking. Maintain a construction code of accounts and/or work breakdown structure for cost/schedule reporting purposes. o Cost Monitoring <ul style="list-style-type: none"> Weekly and monthly tracking. Analyze progress payments and make recommendations including retaining and deviation from projected rates of expenditure. Monitor subcontractor compliance with Davis-Bacon and related acts requirements. o Engineering Support <ul style="list-style-type: none"> Review field logs, etc. Biweekly/weekly/monthly meetings. o Engineering Support Option <ul style="list-style-type: none"> Supplemental engineering support for field change requests, value engineering change proposals, non-conformance reports issued by resident engineer, and re-design activities.

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Task Code	Task Title	Work Area Code	Task Elements
NG	NEGOTIATION SUPPORT	NG	Attend and assist in negotiation sessions and meetings. Typical activities include: <ul style="list-style-type: none"> o Attend negotiation sessions and meetings o Provide technical assistance
OM	O&M OVERSIGHT	ME, OM	Assist in the review of documents and activities related to the oversight of PRP LR and oversight of O&M. This assistance is to ensure that the remedy remains protective of human health and the environment, compliant with ARARs, and is performing as designed. Typical activities include: <ul style="list-style-type: none"> o Review of inspection and O&M reports o Review of optimization studies and trend analysis o Attend site visits and inspections as directed by EPA COR o Review proposals to modify operation or remedy o Review proposals to terminate PRP LR or O&M. Note: This task could apply to PRP-lead and State-lead O&M
PA	PROPERTY ACQUISITION	RP/RQ/RR	Assist in the acquisition of real property. Typical activities, once property has been identified, include <ul style="list-style-type: none"> o Land Survey o Obtain title evidence <ul style="list-style-type: none"> - identify owner of the land - identify any encumbrances of record on the property o Obtain land appraisal o Provide technical assistance during land negotiation
PB	PROCUREMENT OF SUBCONTRACT	NA	Solicitation of subcontract(s) required at the site. Typical activities include: <ul style="list-style-type: none"> o Pre-bid (Pre-Solicitation) Activities <ul style="list-style-type: none"> Duplication and distribution of contract documents; advertising/soliciting of bids (offers); issuing addenda; pre-bid meetings; resolution of bidder (offeror) inquiries; on-site visits; compilation of contract documents; resolicit bids/offers and repackage documents if necessary o Pre-award/Award Activities <ul style="list-style-type: none"> Receipt of bids (offers); determination of responsive, responsible bidders (offerors); bid (offer) tabulation; bid (offer) analysis; receipt of follow-up items from lowest responsible bidder (offeror); review of EEO, MBE requirements, SDB subcontracting plans, etc.; reference checks; request for consent from EPA; award of subcontract; notice of award. o Post Award Activities <ul style="list-style-type: none"> Post award meetings and preconstruction conference. Review of insurance, bonds, certificates, and documentation required by the specifications, especially permits. Set-up and acceptance of subcontractor schedule of values consistent with measurement and payment section. Establish guidelines for payment of selected items (materials) delivered to site but not yet installed. Review subcontractor activity schedule. o Submittal Review - Notice To Proceed <ul style="list-style-type: none"> Establish procedures for review of submittals. Review subcontractor submittals. Issue Notice To Proceed. o Review Revisions/Addendum to Subcontractor Submittals (optional)

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Task Code	Task Title	Work Area Code	Task Elements
PC	PROJECT COMPLETION AND CLOSE OUT	CO, NA	<p>Ascertain project completion and close out of the subcontract(s) associated with the remedy at the site. Typical activities include:</p> <ul style="list-style-type: none"> o Demobilization of Subcontractors o Pre-final/final Activities <ul style="list-style-type: none"> Consolidation of project needs, pre-final/final inspection and certification, direct final project demobilization and make lockout inspection o Final Payment/Punch List <ul style="list-style-type: none"> Resolution/certification that project is built according to plans and specifications. Trial periods, shakedown, test or trial runs/burns. o Submission of as-built drawings o Updating the O&M Manual o Training for state and/or contractor employees who will conduct the O&M o Assist in transfer of project to the state upon the determination that the project is Operational and Functional (O&F) <p>For Work Area CO:</p> <ul style="list-style-type: none"> o Remedial Action Report <ul style="list-style-type: none"> Prepare report in accordance with Close Out Procedures for National Priorities List Sites OSWER Directive 9320.2-09A-P, January 2000 <p>For Work Area NA:</p> <ul style="list-style-type: none"> o After Action Report <ul style="list-style-type: none"> Prepare report in accordance with NCP
PD	PRELIMINARY DESIGN	RD, NA	<p>Prepare the preliminary design. Specific components include the following:</p> <ul style="list-style-type: none"> o Recommended project delivery strategy and scheduling, including project acceleration strategies o Preliminary construction schedule o Outline of General Specifications o Preliminary drawings o Design Criteria Report o Basis of design report o Preliminary RA and O&M cost estimates (+50 percent and -30 percent accuracy) prepared through the use of M-CACES Gold Cost Engineering System for Remedial Action o Technical Support to EPA/State/USACE in Land Acquisition o Results of Value Engineering (VE) screening
PE	POST EE/CA SUPPORT	NS	<p>Perform activities subsequent to the Engineering Evaluation/Cost Analysis (EE/CA). Typical activities include:</p> <ul style="list-style-type: none"> o Attend public meetings, briefings, public hearings, technical meetings with PRPs o Provide technical assistance in the preparation of the Responsiveness Summary o Provide technical assistance in the preparation of the Action Memorandum

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Task Code	Task Title	Work Area Code	Task Elements
PJ	PROJECT PERFORMANCE	NA	<p>Ensure the removal by the subcontractor(s) at the site is in accordance with the design and all subcontract(s) documents (drawings, specifications and plans). Typical activities include:</p> <ul style="list-style-type: none"> o Conduct prestart-up check-out; review O&M manual; describe and analyze potential operating problems; support training operation and maintenance of O&M staff, including State personnel; advise on conformity to applicable performance and operations requirements; determine cause of failure and develop corrective action report; review record development, laboratory procedures, process system, safety and emergency systems, and warranty files o Evaluate equipment system performance, witness performance tests, gather and test samples
PL	PROPOSED PLAN SUPPORT	CR/CS/CT	<p>Coordinate and assist in the preparation and distribution of the draft and final Proposed Plan describing the preferred alternative and other alternatives evaluated in the Feasibility Study. The Plan shall be prepared in accordance with Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents, OSWER Directive 9200.1-23P, July 1999 (most current version). The plan shall also describe opportunities for involvement in the remedy selection process. Provide graphics at the direction of EPA.</p>
PM	PUBLIC MEETING/PUBLIC HEARING SUPPORT	CR/CS/CT	<p>Prepare for and provide support to the Agency at public informational meetings. Typical activities include:</p> <ul style="list-style-type: none"> o Attend meetings with the EPA COR and Community Involvement Coordinator o Assist in preparation of newspaper notices and placement of the notice in the newspaper o Provide support for meeting logistics o Prepare slides and/or other audio-visual material o Attend public meetings and/or open houses o Provide stenographic support o Prepare draft and final meeting summaries o Prepare presentation materials
PN	PUBLIC NOTICES	CR/CS/CT	<p>Coordinate and publish Public Notices in a local newspaper serving the site community. Public Notices shall be submitted to EPA for review and approval before publication. Copies of Public Notices shall be submitted to EPA for inclusion in the Administrative Record and information repositories.</p>

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Task Code	Task Title	Work Area Code	Task Elements
PP	PROJECT PLANNING AND SUPPORT	In all Work Areas	<p>Perform project initiation and support. Typical activities include:</p> <ul style="list-style-type: none"> o Attend scoping meeting (with RPM to discuss oversight roles for RD/RA Oversight) o Conduct site visit (for RI/FS, RD, NS, RI/FS Oversight, VO, DA TA/TB/TC) o Develop work plan and associated cost estimate <ul style="list-style-type: none"> - Prepare construction cost estimate (RD) - Initiate discussion regarding 6% design limitation (RD) o Negotiate work plan and make necessary revisions as a result of EPA comments and/or negotiated agreements o Provide conflict of interest disclosure o Perform site specific project management (monitor costs, prepare Monthly Progress Report and Invoice) o Manage, track, and report status of site specific equipment o Prepare meeting minutes o Accommodate any external audit or review mechanism that EPA may require o Evaluate existing data, including usability, when directed by EPA o Coordination with local and emergency response teams o Review background documents when directed by EPA o Health and Safety Plan (Prime Contractor) o Attend EPA held training o Submit costs to the Contracting Officer for approval for Work Assignment/Task Order specific Pollution Liability Insurance, if the contractor plans to bill insurance premiums as a direct charge to the Work Assignment/Task Order and there is no contract wide Pollution Liability Insurance. (NOTE: Track and report all costs associated with this sub-task separately and in accordance with the Reports of Work, Attachment B, of this contract.) <p>For Work Areas CO and NA: Prepare or modify the site specific plans required to implement the remedial action at the site. Typical activities include:</p> <ul style="list-style-type: none"> o Update of Site Management Plan o Sampling and Analysis Plan o Construction Quality Assurance Plan o Contingency Plan o Health & Safety Plan (incorporating Subcontractor's Health and Safety Plan(s)) <p>For Work Areas RI/FS, RD, NS and RS</p> <ul style="list-style-type: none"> o Prepare a Sampling and Analysis Plan (SAP) for design activities containing a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP). (For Work Area RD: reference RI/FS SAP as much as practicable.) <p>(Contd. next page)</p>

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Task Code	Task Title	Work Area Code	Task Elements
PP	PROJECT PLANNING AND SUPPORT (Contd.)		<p>For Work Area RI/FS:</p> <p>Perform project initiation and support. Typical activities include:</p> <ul style="list-style-type: none"> o Develop a conceptual understanding of the site based on the evaluation of existing data (submit Technical Memorandum) o Identify likely response scenarios and potentially applicable technologies and operable units that may address site problems (submit Technical Memorandum) o Prepare conceptual exposure pathway analysis in accordance with Regional guidelines and OSWER Directives 9285.7-01B, 12/89 (Risk Assessment Guidance for Superfund, Volume I: Human Health Evaluation Manual, Part A.) and 9285.7-01A (Risk Assessment Guidance for Superfund, Volume II: Environmental Evaluation Manual) o Initiate identification of Applicable or Relevant and Appropriate Requirements (ARARs) that may affect remedy selection o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2) o Develop an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program o Develop/review qualifications of the laboratory for the given analytical requirements o Procure, manage, and provide oversight of pool and Team subcontracts for analytical services <p>For Work Area RD:</p> <ul style="list-style-type: none"> o Prepare Site Management Plan (SMP) that provides EPA with a written understanding of how access, security, management responsibilities and field generated waste disposal are to be handled o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a Emergency Response Plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2). Reference RI/FS HSP as much as practicable. o Prepare a Contingency Plan to protect the local community in the event of an accident or an emergency. o Develop an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program. o Develop/review qualifications of the laboratory for the given analytical requirements o Procure, manage, and provide oversight of pool and Team subcontracts for analytical services

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Task Code	Task Title	Work Area Code	Task Elements
PP	PROJECT PLANNING SUPPORT (Contd.)		<p>For Work Area NS: Perform project initiation and support. Typical activities include:</p> <ul style="list-style-type: none"> o Develop data summaries when directed by EPA o Compile existing site data and reports o Identify significant data gaps that may limit ability to identify and evaluate removal alternatives o Develop a conceptual understanding of the site based on the evaluation of existing data (submit Technical Memorandum) o Identify likely response scenarios and potentially applicable technologies and operable units that may address site problems (submit Technical Memorandum) o Prepare conceptual exposure pathway analysis in accordance with Regional guidelines and OSWER Directives 9285.7-02B, 12/89 (Risk Assessment Guidance for Superfund, Volume 1: Human Health Evaluation Manual (Part A) Interim Final); 9285.7-01B, 12/91 (Risk Assessment Guidance for Superfund, Volume I: Part B, Development of Risk-Based Preliminary Remediation Goals); 9285.7-01C, 12/91 (Risk Assessment Guidance for Superfund, Volume 1: Human Health Evaluation Manual (Part C, Risk Evaluation of Remedial Alternatives)); 9285.7-47, 12/01 (Risk Assessment Guidance for Superfund (RAGS), Volume 1: Human Health Evaluation Manual (Part D, Standardization Planning, Reporting and Review of Superfund Risk Assessments) Final); and 9285.7-25, 2/97 (Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessment) o Initiate identification of Applicable or Relevant and Appropriate Requirements (ARARs) that may affect selection of removal action o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2) <p>For Work Area RS:</p> <ul style="list-style-type: none"> o Review background documents when directed by EPA o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2). The PRP Health and Safety Plan may be adopted by the contractor if appropriate. o Develop an EPA-approved laboratory quality assurance program that provides oversight of in-house and subcontracted laboratories through periodic performance evaluation sample analyses and/or on-site audits of operations and has a system of corrective actions to be used in cases where performance does not meet the standards of the program o Develop/review qualifications of the laboratory for the given analytical requirements o Procure, manage, and provide oversight of pool and Team subcontracts for analytical services o Review PRP Work Plan at direction of EPA COR and submit Technical Memorandum o Prepare Technical Memorandum and schedule for interface of Risk Assessment activities. Address data transfer from PRP; schedule contingencies. <p>For Work Areas RO and RX:</p> <ul style="list-style-type: none"> o Prepare a site specific Health and Safety Plan (HSP) that specifies employee training, protective equipment, medical surveillance requirements, standard operating procedures and a contingency plan in accordance with 29 CFR 1910.120 (I)(1) and (I)(2). The RI/FS Health and Safety Plan may be modified for use by the contractor if appropriate.

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Task Code	Task Title	Work Area Code	Task Elements
PR	POST RI/FS SUPPORT	RI, RS	<p>Support issuance of the Agency's Record of Decision (ROD)</p> <p>For RI: The final recommendation contained in the ROD shall represent the opinion and recommendation of EPA not that of the contractor. Typical activities include:</p> <ul style="list-style-type: none"> o Attend public meetings, briefings, public hearings, technical meetings with PRPs o Prepare presentation materials o Provide technical assistance in the preparation of the Responsiveness Summary o Provide technical assistance in the preparation of the Proposed Plan and Record of Decision (ROD) o Prepare Feasibility Study Addendum <p>For RS: Typical activities include:</p> <ul style="list-style-type: none"> o Attend technical meetings, public meetings, briefings, public hearings o Provide technical assistance in the preparation of the Record of Decision (ROD) o Review PRP Feasibility Study (FS) Addendum o Provide technical assistance in the preparation of the Responsiveness Summary
RA	RISK ASSESSMENT	RI, NS, RS, VO, RK/RL	<p>Conduct Baseline Human Health and Ecological Risk Assessments. The objective of these assessments are to characterize and quantify where appropriate, the current and potential human health and environmental risks that would prevail if no further remedial action is taken.</p> <p>Risk Assessment must be done in accordance with applicable Agency guidance, directives and procedures.</p>
RC	POST ROD COST ANALYSIS	NG	<p>Perform cost analysis for alternative site actions pursuant to issuance of the ROD. Typical activities may include but are not limited to:</p> <ul style="list-style-type: none"> o Identify the range of specific alternatives that could feasibly occur at the site under the selected remedy and assess the probability that each alternative will be implemented o Estimate the cost of each of the alternatives o Identify the implicit range of uncertainty associated with the cost estimate for each alternative under consideration o Determine the uncertainty regarding the actual extent to which the remedial activity will take place o Determine the probability that legislative requirements or actual operating experience at the Site will cause additional remedial activities to be required in the future o For each potential cost element identified, indicate the point in time at which the cost might be incurred in order that proper discounting can take place o Utilize a decision tree analysis to develop a distribution of net present values of potential cost outcomes o Review proposed redevelopment plan and estimate costs

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Task Code	Task Title	Work Area Code	Task Elements
RE	REMEDIAL ALTERNATIVES EVALUATION	RI, RS	<p>For RI:</p> <p>Assess individual alternatives against each of the nine evaluation criteria and a comparative analysis of all options against the evaluation criteria. The analysis shall be consistent with the National Contingency Plan (NCP), 40 CFR Part 300 and shall consider the Guidance for Conducting Remedial Investigation and Feasibility Studies under CERCLA (OSWER Directive 9355.3-01), Guide to Developing and Documenting Cost Estimates During the Feasibility Study (OSWER Directive 9355.0-75), and other pertinent OSWER guidance. The analysis will include institutional controls (ICs) to the extent appropriate. EPA will make the determination regarding final selection of the remedial alternative.</p> <p>The nine criteria to be employed in evaluation of remedial alternatives are:</p> <ul style="list-style-type: none"> o Overall protection of human health and the environment o Compliance with ARARs o Long-term effectiveness and permanence o Reduction in toxicity, mobility or volume through treatment o Short-term effectiveness o Implementability - technical and administrative o Cost o State acceptance o Community acceptance <p>For Work Area RS:</p> <p>Review the PRP evaluation of remedial alternatives. Comment whether the PRPs have followed evaluation procedures as outlined in the National Contingency Plan (NCP), 40 CFR Part 300 and the Guidance for Conducting RI/FS under CERCLA (OSWER Directive 9355.3-01). Provide a technical review of the PRP evaluation.</p>

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Task Code	Task Title	Work Area Code	Task Elements
RI	DETAILED RESIDENT INSPECTION (RESIDENT ENGINEER)	CO, NA	<p>Monitor and document work being done at the site in accordance with the design and all subcontract(s) documents (drawings, specifications and plans) and to assure the implementation of the remedial action at the site is protective of human health and the environment. Typical activities include:</p> <ul style="list-style-type: none"> o Conduct/attend progress meetings o Maintain field logs and daily diaries <p>Provide advice on what is intended by subcontract documents, prepare sketches to reflect field conditions, check construction drawings submitted by construction subcontractors for compliance with design concept, prepare reports on inspections, make final inspection and prepare report. Monitor, update, and report construction progress. Review and recommend time extensions. Coordination with Home Office/ Management Support. Conduct regular Davis Bacon Act interviews on-site. (The COR shall be informed regarding scheduling of such interviews so that he/she may be present on site.)</p> <ul style="list-style-type: none"> o Review and recommend action on value engineering change proposals; review and make recommendations for changes; provide advice on need and cost of proposed change orders, provide assistance in prevention and resolution of subcontractor claims, recommend approval or rejection of construction schedules o Perform field testing, recommend action on health and safety considerations (e.g. site safety plan), monitor quality control procedures
RO	REMEDIAL ACTION OVERSIGHT	RO, RX, PO	<p>Provide technical field oversight of PRP activities to ensure construction takes place in accordance with EPA accepted plans and specifications. The oversight activities shall also include observations regarding the manner in which the Construction Quality Assurance and Health & Safety Plans are implemented. The amount of oversight will be dependent upon the type and complexity of the Remedial Action and is at the discretion of the EPA COR. Maintain a field logbook (including photographs as appropriate) to be provided to EPA. The contractor may provide oversight of O&M or PRP Long-term Responses. Any non-conformance with the ROD, CD, Plans, or other project documents shall be reported to the COR.</p>

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Task Code	Task Title	Work Area Code	Task Elements
RP	REVIEW OF PRP RD/RA SUBMITTALS	RO, RX, ME	<p>Review PRP RD/RA submittals. Perform a technical review and generate comments in the form of a Technical Memorandum. All final decisions regarding RD/RA submittals by PRPs shall remain the sole responsibility of EPA. Consider the following factors during the review of documents:</p> <ul style="list-style-type: none"> - Technical requirements of the ROD, Consent Decree (CD) (with SOW), and ARARs - Standard professional engineering practices - Applicable statutes, EPA policies, directives and regulations - Spot checking design calculations to assess accuracy and quality of design activities and conformance with results of field data and treatability studies - Examination of planning and construction schedules for meeting project completion goals - Examination of the proposed construction schedule for meeting project completion goals - Operability, Constructability, and Environmental Compliance Reviews <p>Typical documents for review and technical support include but are not limited to the following:</p> <ul style="list-style-type: none"> - Work plans - Basis of Design Report - Design Criteria Report - List of RD Submittals - Remedial Design Packages (Preliminary, Intermediate, Pre-Final, and Final) - Site Management Plan for Remedial Construction - Remedial Action Work Plan - List of Submittals by RA Contractor - O&M Manual - As Built Drawings - PRP Remedial Action Report

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Task Code	Task Title	Work Area Code	Task Elements
RQ	REVIEW OF PRP REMOVAL SUBMITTALS	VO	<p>Review PRP submittals associated with planning and carrying out the removal action. Perform a technical review and generate comments in the form of a Technical Memorandum. All final decisions regarding PRP submittals shall remain the sole responsibility of EPA. The following factors shall be considered during the review of documents:</p> <ul style="list-style-type: none"> - Technical requirements of the design - Standard professional engineering practices - Applicable statutes, EPA policies, directives and regulations - Spot checking design calculations to assess accuracy and quality of design activities - Examination of planning and construction schedules for meeting project completion goals <p>Typical documents the contractor may be tasked to review include but are not limited to the following:</p> <ul style="list-style-type: none"> - Work plans - Designs (Preliminary, Intermediate, Pre-Final, and Final) - Site Management Plan for Construction - Action Work Plan - O&M Plan - As Built Drawings - After Action Report

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Task Code	Task Title	Work Area Code	Task Elements
RR	REMEDIAL INVESTIGATION REPORT	RI, RS	<p>For Work Area RI: Prepare findings once data has been evaluated. The RI shall provide information to assess risks to human health and the environment and to support the development, evaluation and selection of appropriate response alternatives. The task includes all draft and final reports. The RI report shall be written in accordance with "Guidance for Conducting Remedial Investigations/Feasibility Studies under CERCLA," OSWER Directive 9355.3-01, October 1988, Interim Final (or latest revision) and "Guidance for Data Usability in Risk Assessment," (EPA/540/G-90/008), September 1990 (or latest revision).</p> <p>The RI report shall include a discussion of the following:</p> <ul style="list-style-type: none"> o Site Background o Investigation <ul style="list-style-type: none"> - Field Investigation and technical approach - Chemical analyses and analytical methods - Field methodologies (biological, surface water, sediment, soil boring, soil sampling, monitoring well installation, groundwater sampling, hydrogeological assessment) o Site Characteristics <ul style="list-style-type: none"> - Geology - Hydrogeology - Meteorology - Demographics and land use - Reuse assessment - Ecological assessment o Nature and Extent of Contamination <ul style="list-style-type: none"> - Contaminant sources - Contaminant distribution and trends o Fate and Transport <ul style="list-style-type: none"> - Contaminant characteristics - Transport processes - Contaminant migration trends o Risk assessment o Summary and Conclusions <p>For Work Area RS: Review PRP Remedial Investigation (RI) reports. Perform a technical review and generate comments in the form of a Technical Memorandum. Identify data gaps that may be important for the Human Health and Ecological Risk Assessments and the Feasibility Study</p>

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Task Code	Task Title	Work Area Code	Task Elements
RS	REMEDIAL ALTERNATIVES SCREENING	RI, RS	<p>For Work Area RI: Develop appropriate remedial alternatives to undergo full evaluation. The alternatives are to encompass a range including innovative treatment technologies consistent with the regulations outlined in the National Contingency Plan (NCP), 40 CFR Part 300 and applicable Agency guidance, procedures and directives. The analysis will include institutional controls (ICs) to the extent appropriate. Typical activities include:</p> <ul style="list-style-type: none"> o Establish remedial action objectives o Establish general response actions o Identify and screen applicable remedial technologies o Develop remedial alternatives in accordance with Section 300.430(e) of the NCP (1990) o Screen remedial alternatives for effectiveness, implementability and cost o Prepare Technical Memorandum <p>For Work Area RS: Review the PRP identification and screening of technologies and alternatives for technical adequacy. This review shall include the identification of technologies considered feasible but not addressed by the PRP. Review and comment whether the PRPs have followed screening procedures outlined in the NCP, 40 CFR part 300 and applicable Agency guidance, procedures and directives.</p>
RV	REUSE PLANNING	RD, RO, RX, ME, OM, PO	Assist in the review and evaluation of reuse plans and redevelopment plans submitted to ensure long term protectiveness of the remedy.

Region 10 - TASK INVENTORY
5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
SA	INTEGRATED SAMPLING/INVESTIGATION SUPPORT	SA/SB	<p>Provide support for the current screening level SI (see section 2.1 of Guidance for Performing Site Inspection Under CERCLA, OSWER Directive 9345.1-05, September 1992) and any removal sampling activities not already addressed. Activities performed pursuant to this task will occur when a remedial action is warranted and the site appears that it will be placed on the NPL. Typical activities include:</p> <ul style="list-style-type: none"> o Performing integrated SI/removal assessment sampling with the following emphasis: <ul style="list-style-type: none"> <u>Remedial SI Emphasis</u> <ul style="list-style-type: none"> - Attribution to the site - Background samples - Ground water samples - Grab samples from residential soils - Surface water sediment samples - HRS factors related to surface water sample locations - Strategic sampling for the HRS - Use of routine analytical services (RAS) and Quick Turnaround Methods (QTM) available via the EPA Contract Laboratory Program (CLP) [Analytical services must be suitable for NPL listing purposes and data should be include the appropriate reporting requirements to allow for data validation at a later date if required] - Full screening organic and inorganic analyses - Definitive analyses - Documentation including targets and receptors - Computing HRS scores - Standardized reports <u>Removal Assessment Emphasis</u> <ul style="list-style-type: none"> - Sampling from containers - Physical characteristics of wastes - Treatability and other engineering concerns - Composite and grid sampling needs - Rapid turnaround on analytical services - Field/screening analyses - PRP-lead removal actions - Goal of characterizing site (e.g., defining extent of contamination) - Focus on NCP removal action criteria o Provide a SI/removal assessment sampling report including a description of the analytical data quality procedures utilized to ensure collection of data needed for HRS observed releases. o Complete a HRS screening using PREScore (if not already done as part of previous site evaluation) and report the draft score to the Region prior to proceeding with the formal HRS package. o Upon Regional approval, preparing a draft HRS Package (including Site Summary, computerized HRS Score Sheets, Documentation Record, Figures, Maps, and References). o Respond to comments from the Region, EPA-Headquarters, and the Headquarters HRS Quality Assurance Contractor, and finalizing the formal HRS Package.

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
SD	INITIAL SITE DISCOVERY/SCREENING SUPPORT	SA/SD	<p>Provide support during initial site discovery and screening. Typical activities may include:</p> <ul style="list-style-type: none"> o Review EPA Form 9200-1, "Incident Notification Report" to become familiar with the project o Provide technical support to EPA in its review of potential options for the project which include: no action, defer to other authority, emergency response, removal preliminary assessment, remedial preliminary assessment, or an integrated preliminary assessment o Perform a site visit which may include the collection of the following data elements: <ul style="list-style-type: none"> - Current human exposure identification (option - determine the presence of multiple sources of risk and cumulative risk associated with the site and nearby sites) - Source identification including locations, sizes and volumes - Information on hazardous substances which are present - Labels on drums and/or containers - Containment evaluation - Evidence of releases - Location of wells on-site and in the immediate vicinity of the site - Runoff channels or pathways - Location of site or sources relative to surface water - Nearby wetlands evaluation - Nearby land uses - Distance measurements or estimates for wells, land uses, surface water and wetlands - Public accessibility to the site - Blowing soils and air contaminants - Photo documentation of site conditions - Site sketches - Petroleum release - Fire/explosion threats - Urgency for need for response actions - Response and treatment technology evaluation - Pathway analysis - Perform environmental, media, waste and/or biota sampling (optional) - Perimeter survey - Number of people within 200 feet - Sensitive environments/species determination o Initiate and document a file search which may include: <ul style="list-style-type: none"> - Regulatory program files (e.g., RCRA, Water, State, County, etc.) - Site access information and property ownership - Site history and industrial processes - Substances used at the site - Past releases (substances, locations, and impacts) - Latitude and longitude - Topographic maps - Initiate collection of information related to delineation of potentially responsible parties - Treatment technology review - Sensitive environments along a 15-mile surface water pathway

Region 10 - TASK INVENTORY
5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
SD	INITIAL SITE DISCOVERY/SCREENING SUPPORT (Contd.)	SA/SD	<ul style="list-style-type: none"> o Review file search and site visit data and report results of this analysis to EPA o Collect any information needed to complete a remedial site assessment (Preliminary Assessment) that was not part of the initial file search of site visit including: <ul style="list-style-type: none"> - Population within 1 and 4 miles - All private and municipal wells within 4 miles - Depth to groundwater - Local or regional geology and climate - Distance to surface water measured - Fisheries along a 15 mile surface water migration pathway - Sensitive environments along a 15-mile surface water pathway - Size of the wetlands - Preliminary HRS score/PREscore <p>Conduct all preliminary assessments in accordance with "Guidance of Performing Preliminary Assessments under CERCLA," OSWER Directive 9345.01-01A, September 1991, or latest revision</p>
SI	SITE INSPECTION/TECHNOLOGY REVIEW	FR	Conduct a management system review and technical compliance evaluation of specific elements of the Action required to protect human health and the environment. The scope of the site inspection shall include all components of the source control/groundwater remediation to determine whether each element of the ROD(s) has been implemented and whether each component of the remedy is operating in accordance with its intended function.
SM	SITE MAINTENANCE	SS/ST/SU	Provide site maintenance.
SN	SAMPLE ANALYSIS	RI, RD, NS, RS, RO, RX, VO, ME, PO, AN/AO/AP, PI, PT, RK/RL, LT	<p>Analyze environmental and waste samples. The contractor may utilize or be directed to utilize a variety of mechanisms to implement this task including: field screening using mobile facilities or field portable equipment, the Contract Laboratory Program (CLP), laboratories procured under subpool or Team subcontracts, the Regional Environmental Services Division (ESD), the Environmental Response Team (ERT) laboratory, or Regionally procured laboratories.</p> <p>This task consists exclusively of performance of sample analyses and production of analytical data. [NOTE: This for work done by the Lab - no hours should be reflected under this task. Dollars only task.]</p>
SO	SITE FILE ORGANIZATION	RM/RN/RT	<p>Organize site files. Typical activities include:</p> <ul style="list-style-type: none"> o Collect all site files o Organize documents according to Regional file structure in accordance with Regional guidance or other procedures as specified in the Work Assignment/Task Order
SR	STANDARDS (ARAR) REVIEW	FR	Review of ARARs in the ROD(s) and the ROD Summary(s), and a review of Federal, State or Local regulations related to public health or the environment, promulgated subsequent to the ROD, for changes in standards.

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
SS	SITE SPECIFIC ACTIVITIES	PA, SI, HR	<p>Each of these tasks includes all activities related to a single site. Each site will be assigned a consecutively numbered task. Typical activities include but are not limited to the following:</p> <ul style="list-style-type: none"> o Conduct site specific project planning o Assist in determining CERCLA eligibility and collection of background information o Prepare site specific work plans o Conduct field work activities including obtaining site access, on-site/off-site reconnaissance and preparation of trip report and other follow-up activities o Provide invoice addendums to allocate costs site specifically o Prepare draft and revised HRS score for EPA review and determination of final HRS score <p>For Work Area SI:</p> <ul style="list-style-type: none"> o Conduct field work activities <ul style="list-style-type: none"> - conduct sampling visit - validate sampling data - dispose of Investigation Derived Wastes o Prepare site specific plans including: <ul style="list-style-type: none"> - Health and Safety Plan (HSP) - Sampling Plan - SAP Sampler - Investigation Derived Wastes (IDW) Plan o Prepare draft and final SI report <p>For Work Area HR:</p> <ul style="list-style-type: none"> o Prepare summary report or data gap memo o Prepare HRS documentation record
SU	RESPONSIVENESS SUMMARY SUPPORT	CR/CS/CT	Perform administrative and technical support for the Responsiveness Summary. Provide assistance in compiling and summarizing comments received during the public comment period on the Proposed Plan.
SV	SITE VISITS/INTERVIEWS	FR	Interview, where appropriate, previous site staff/management, nearest residents to the site, Potentially Responsible Parties (PRPs), State and Local Government personnel, facility operating staff, O&M contractors, or other personnel associated with the selection and implementation of the Action.

Region 10 - TASK INVENTORY
5/27/2003

Task Code	Task Title	Work Area Code	Task Elements
TA	TECHNICAL ASSISTANCE	LS, DA	<p>For Work Area LS: Provide technical assistance during litigation. Typical activities include:</p> <ul style="list-style-type: none"> o Review of documents o Assist in preparation of affidavits o Preparation and attendance at meetings o Technical support at meetings with PRPs <p>For Work Area DA: Provide technical assistance to the COR during design activities. Typical activities include:</p> <ul style="list-style-type: none"> o Attend technical meetings, briefings at direction of EPA o Provide assistance in the development and/or review of design packages o Conduct and/or assist in Value Engineering (VE) screening o Conduct and/or assist in VE study if VE screening identified potential project savings o Report results of VE study o Conduct and/or assist in the technical analysis of Value Engineering change proposals (VECPs) o Provide community involvement support o Provide technical assistance in the development of the bid package
TM	TECHNICAL MEETING SUPPORT	RO, RX, VO, ME, OM, PO	Attend and document technical meetings with EPA, the PRPs, the PRP contractor and the State Agency.
TP	TREATABILITY STUDY/PILOT TEST REPORT	PT	<p>Prepare all draft and final reports documenting findings. The report shall include a discussion of the following:</p> <ul style="list-style-type: none"> o Introduction <ul style="list-style-type: none"> - Site description - Waste stream description - Technology description - Previous treatability studies at the site o Conclusions and Recommendations o Treatability Study Approach <ul style="list-style-type: none"> - Test objectives and rationale - Experimental design and procedures - Equipment and materials - Sampling and analysis - Data management - Deviations from the Work Plan o Results <ul style="list-style-type: none"> - Data analysis and interpretation - Quality assurance/quality control o Summary and Conclusions

Region 10 - TASK INVENTORY

5/27/03

Task Code	Task Title	Work Area Code	Task Elements
TT	TREATABILITY STUDY/PILOT TESTING	RI, RD, RS, PI, PT	<p>For Work Areas RI, RD, PI, PT Conduct of laboratory screening, bench-scale and pilot-scale treatability studies to determine the suitability of remedial technologies or alternatives to site conditions and problems. Typical activities include:</p> <ul style="list-style-type: none"> o Provide test facility and equipment o Test and operate equipment o Retrieve sample for testing (Not for Work Area PT) o Prepare Technical Memorandum (Not for Work Area PT) o Characterization and disposal of residuals in accordance with Local, State and Federal Regulations (Not for Work Area PT) <p>For Work Area RS Provide technical oversight of PRP Treatability Study/Pilot Testing. The activities include:</p> <ul style="list-style-type: none"> o Review of PRP work plan for Treatability Study/Pilot Test o Split Sampling o Oversight of Treatability Study/Pilot Test activities o Preparation of Technical Memorandum
VO	REMOVAL OVERSIGHT	VO	<p>Provide technical field oversight of PRP activities to ensure removal takes place in accordance with EPA accepted plans and specifications. The oversight activities shall also include observations regarding the manner in which the Quality Assurance and Health & Safety Plans are implemented. The amount of oversight will be dependent upon the type and complexity of the Action and is at the discretion of the EPA COR. Maintain a field logbook (including photographs as appropriate) which shall be provided to EPA. Provide oversight of O&M or Long-term Response Actions performed by PRPs.</p>

Region 10 - TASK INVENTORY
Work Area Categories and Codes

Fund-Lead Site Specific Work Areas	
Work Area (in WBS)	Work Area Code
Remedial Investigation/Feasibility Study	RI
Remedial Design	RD
Construction Support	CO
Non-Time-Critical Removal Support (EE/CAs)	NS
Non-Time-Critical Removal Action	NA

Coding definitions for WBS and/or Task Inventory:

Work Area Code: Unique Code to a specific Work Area as defined In the Work Breakdown Structure (WBS)

Task Code: Code unique to a Task Title within a specified Work Area Code as identified in the WBS.

Action Code: Code providing unique link between CERCLIS and IFMS.

Enforcement Support Site Specific Work Areas	
Work Area (in WBS)	Work Area Code
RI/FS Oversight	RS
Negotiation Support	NG
RD Oversight	RO
RA Oversight	RX
Removal Oversight	VO
Long Term Response Oversight	ME
O&M Support	OM
Litigation Support	LS
Post-Construction RA Oversight	PO

Other Technical Assistance Site Specific Work Areas	
Work Area (in WBS)	Work Area Code
Community Involvement	CR/CS/CT
Sampling and Analytical Support	AN/AO/AP
Pre-Design Investigation	PI
Treatability Study/Pilot Testing	PT
Assessment of Risk	RK/RL
Preliminary Assessment for Site Assessment	PA
Site Inspection for Site Assessment	SI
HRS Package Preparation for Site Assessment	HR
Site Security and Maintenance	SS/ST/SU
Design Assistance	DA
Five Year Review	FR
Records Management and Administrative Support	RM/RN/RT
Real Property Acquisition Support	RP/RQ/RR
Technical Assistance	TA/TB/TC
Integrated Site Assessment/Investigation	SA/SB

TASK INVENTORY – TASK CODES

CODE	DESCRIPTION
AI	REMEDIAL ACTION IMPLEMENTATION (SUBPOOL ACTIVITIES)
AL	ANALYSIS OF REMOVAL ALTERNATIVES
AN	ANALYTICAL SUPPORT AND DATA VALIDATION
AR	ADMINISTRATIVE RECORD
AS	ADMINISTRATIVE SUPPORT
CD	CHARACTERIZATION AND DISPOSAL OF FIELD GENERATED WASTE
CO	WORK ASSIGNMENT/TASK ORDER CLOSEOUT
CP	COMMUNITY RELATIONS PLAN
CR	COMMUNITY RELATIONS
CV	CLEANUP VALIDATION
DC	DOCUMENT COLLECTION
DE	DATA EVALUATION
DI	DATA ANALYSIS AND INTERPRETATION
DR	DOCUMENT REVIEW
DS	POST REMEDIAL DESIGN SUPPORT
EE	ENGINEERING EVALUATION/COST ANALYSIS (EE/CA) REPORT
ER	PRE-DESIGN ENGINEERING REPORT
ES	EQUIPMENT/SERVICES/UTILITIES
ET	EXPERT TECHNICAL ASSISTANCE
EW	EXPERT WITNESS SUPPORT
FD	PRE-FINAL/FINAL DESIGN
FI	FIELD INVESTIGATION/DATA ACQUISITION
FM	FILE MAINTENANCE AND DISPOSITION
FN	PREPARATION OF FINAL REPORTS
FP	FACT SHEET PREPARATION
FR	FIVE-YEAR REVIEW REPORT
FS	FS REPORT
GS	SITE SECURITY/GUARD SERVICES

CODE	DESCRIPTION
ID	INTERMEDIATE DESIGN
II	IDENTIFICATION OF EXISTING INFORMATION
IR	INFORMATION REPOSITORIES
IS	IDENTIFICATION AND SCREENING OF REMOVAL ALTERNATIVES
ML	SITE MAILING LIST
MS	MANAGEMENT SUPPORT
NG	NEGOTIATION SUPPORT
OM	O&M OVERSIGHT
PA	PROPERTY ACQUISITION
PB	PROCUREMENT OF SUBCONTRACT
PC	PROJECT COMPLETION AND CLOSE OUT
PD	PRELIMINARY DESIGN
PE	POST EE/CA SUPPORT
PJ	PROJECT PERFORMANCE
PL	PROPOSED PLAN SUPPORT
PM	PUBLIC MEETING/PUBLIC HEARING SUPPORT
PN	PUBLIC NOTICES
PP	PROJECT PLANNING AND SUPPORT
PR	POST RI/FS SUPPORT
RA	ASSESSMENT OF RISK
RC	POST ROD COST ANALYSIS
RE	REMEDIAL ALTERNATIVES EVALUATION
RI	DETAILED RESIDENT INSPECTION (RESIDENT ENGINEER)
RO	REMEDIAL ACTION OVERSIGHT
RP	REVIEW OF PRP RD/RA SUBMITTALS
RQ	REVIEW OF PRP REMOVAL SUBMITTALS
RR	REMEDIAL INVESTIGATION REPORT
RS	REMEDIAL ALTERNATIVES SCREENING
RV	REFUSE PLANNING

CODE	DESCRIPTION
SA	INTEGRATED SAMPLING/INVESTIGATION SUPPORT
SD	INITIAL SITE DISCOVERY/SCREENING SUPPORT
SI	SITE INSPECTION/TECHNOLOGY REVIEW
SM	SITE MAINTENANCE
SN	SAMPLE ANALYSIS
SO	SITE FILE ORGANIZATION
SR	STANDARDS (ARAR) REVIEW
SS	SITE SPECIFIC ACTIVITIES
SU	RESPONSIVENESS SUMMARY SUPPORT
SV	SITE VISITS/INTERVIEWS
TA	TECHNICAL ASSISTANCE
TM	TECHNICAL MEETING SUPPORT
TP	TREATABILITY STUDY/PILOT TEST REPORT
TT	TREATABILITY STUDY/PILOT TESTING
VO	REMOVAL OVERSIGHT

Exhibit 1

Executive

Contractor Name:

Contract Number:

Page Number: __ of __

Reporting Period:

REPORT 1: TASK ORDER SUMMARY																
Task Order Number	Task Order Title	Task Type FP or Ceiling	Work Area Code	Action Code	Period of Performance	Current Expenditures		Cumulative Expenditures		Current Funding	Percent of Project Complete	Amount Negotiated		Estimate at Complete		Suspensions Pending
						Hours	Dollars	Hours	Dollars			Hours	Dollars	Hours	Dollars	
TOTAL																

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Task Order Progress Report

Contractor Name:

Page __ of __

Contract Number:

Related Invoice Number:

Task Order Number:

Reporting Period:

Task Order Title

Task Order Type: (Ceiling or FP)

Period of Performance:

Report A: Task Order Summary										
Current Expenditures		Cumulative Expenditures		Percent of Project Complete	Current Funding Level	Current Negotiated Amounts		Estimate at Complete		Suspensions
Hours	Dollars	Hours	Dollars			Hours	Dollars	Hours	Dollars	Pending

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Report B: Cumulative Labor Report for Task Order			
Labor Category	Labor	Cumulative Expenditures	
	Rate	Hours	Dollars

Report C: Task Level Summary								
Task Number	Task Title	Task Category Code	Current Expenditures		Cumulative Expenditures		Negotiated Amounts	
			Hours	Dollars	Hours	Dollars	Hours	Dollars
TOTAL								

Report D: Current Labor Report							
Task Number	Task Title	Task Category Code	Name of Personnel	Labor Category	Fixed Rate	Current Expenditures	
						Hours	Dollars
Totals						X	X

Report E: Subcontract Report					
Task Number	Task Title	Task Category Code	Subcontractor Name	Brief Description of Work	Current Expenditure
TOTAL					

Report F: ODC Report				
Task Number	Task Title	Task Category Code	Description	Current Expenditure
TOTAL				

Report G: Travel Report

[illegible]

Arcnitect and Engineering Contract Reports/Deliverables

I. Introduction

This document describes the reports of work Contractors shall be required to provide routinely to EPA under this contract. Required report format, content, and submission instructions are also presented. While the Report descriptions serve as a baseline for the required standard, additional reporting requirements may be imposed to meet EPA's contractual or programmatic information needs, such as for cost recovery documentation purposes. EPA may require minor changes to these reports or request that the content be formatted in a different way from time-to-time.

The required standard categories of reports and associated requirements are outlined in the table below. The Number of Copies/Format and Recipients may change during the period of the contract due to different methods of delivery (i.e. paperless methods) that may be used.

Report Title	Frequency	Number of Copies/Format	Recipients
Progress Reports Executive Summary Task Order Reports	Due by the 20 th of each month	3 Hard Copies 1 Electronic (PDF format)	PO: Electronic copy Hard copy CO: Hard copy TOPO: Hard copy
Task Order Invoices	Due by the 20 th of each month	1 Original 1 Hard Copy 3 Electronic (PDF)	PO: Electronic Copy CO: Electronic Copy TOPO: Electronic Copy RTP: Original and 1 Hard Copy
Work Plans	As requested in SOW for issuance of work	3 Hard Copies 1 Electronic (PDF)	PO: Electronic copy, Hard copy CO: Hard Copy TOPO: Hard copy
Project/Technical Reports	As requested in Task Order SOW	As requested in Task Order SOW	As requested in Task Order SOW
Forms II Lite for Analytical Services	For each Analytical Services request	As specified in the Task Order SOW	As specified in the Task Order SOW
Cost Recovery/Site File Documentation	As required by Task Order SOW	As required by Task Order SOW	As required by Task Order SOW

CO = Contracting Officer

PO = Project Officer

TOPO = Task Order Project Officer

RTP = Research Triangle Park (Payment Office)

II. Progress Reports

The Progress Report consists of the Executive Summary and Individual Task Order Reports.

The contractor shall prepare Monthly Task Order Progress Reports. A separate report shall be prepared for the Executive Summary and each active Task Order. A Task Order Progress Report shall cover one month's time, beginning with the first day of the month and ending on the final day of the month.

The Progress Reports are due to all recipients by the 20th calendar day of each succeeding month. Progress reports shall be sent via regular mail. The cost of express mailing or delivery is not authorized for reimbursement.

Executive Summary

Each page of the Executive Summary Report shall exhibit the following information:

Contractor Name:
Contract Number:
Reporting Period:
Related Invoice Number:
Page Number: __ of __

Financial tables are to be included in each monthly Executive Summary. The tables and their required format and content are in **Exhibit 1**. The following is a summary of the required tables:

Report 1: Task Order Summary

The Task Order Summary report provides details on the status of work and costs for all Task Orders issued under the contract. The report shall include T.O. #, Title, Task Type (Fixed Price or Ceiling), Work Area Code (WAC), Action Code, Period of Performance, Current and Cumulative Expenditures for hours and dollars, Current Funding, Percentage of Project Complete, Negotiated Work Plan amounts, an Estimate to Complete for each Task Order, and any "open" payment suspensions.

Task Order Progress Reports

Each page of the Task Order Progress Report (both narrative and required tables) shall exhibit the following information:

Contractor Name:
Contract Number:
Task Order Number:
Task Order Title:
Task Order Type: (Ceiling or FP)
Period of Performance:
Reporting Period:
Related Invoice Number:

Page Number: __ of __

Task Order Progress Reports shall include a narrative discussion of work performed during the reporting period as well as financial information pertinent to the assessment of Contractor progress and compliance with the negotiated schedule and budget. The narrative shall be organized with the following headings for each Task Order Progress Report:

Activity for the Reporting Period
Schedule and Cost Variances with Recommended Solutions
Other Problems and Recommended Solutions
Contractor Initiated Innovations and Cost Savings
Activities Planned for Next Reporting Period

Financial tables shall be included in Task Order Progress Reports. The tables and their required format and content are in **Exhibit 2**. The following is a summary of the required tables which shall be included in the monthly Task Order Progress Reports:

Report A: Task Order Summary

This report provides an overview of the entire Task Order. The summary shall include Current and Cumulative Expenditures, Percent of Project Complete, Current Funding Level, Negotiated Workplan hours and dollars, an Estimate to Complete the Task Order, and any "open" payment suspensions on the Task Order.

Report B: Cumulative Labor Report for Task Order

This report provides the cumulative expenditures by labor category for hours and dollars for the entire Task Order.

Report C: Task Level Summary

This report provides a summary of the expenditures for each task within the statement of work. Total amounts to be reported include all labor, subcontracts, travel and other direct costs. The report shall include the Task #, Task Title, Task Category Code, and the current, cumulative and negotiated hours and dollars for each task within the statement of work

Report D: Current Labor Report

This report provides a summary of personnel for the current reporting period and cumulative expenditures for all labor by task. The report shall include the Task #, Task Title, Task Category Code, names and labor categories of personnel charging to the task during the reporting period, the fixed rate assigned to that labor category, and current expenditures.

Report E: Subcontract Report

This report provides information on activities and costs of any subcontract efforts under the Task Order by task number. The report shall include the Task #, Task Title, Task Category Code, the name of the subcontractor, a brief description of subcontractor work performed, and current expenditures.

Report F: ODC Report

This report provides information on ODCs incurred other than subcontracts and travel under the Task Order for each task. The report shall include the Task #, Task Title, Task Category Code, a description of the item and its associated costs.

Report G: Travel Report

This report provides information on travel directly related to the Task Order by task. The report shall include the Task #, Task Title, Task Category Code, the traveler's name, purpose of travel, origin and destination of travel, departure and return dates, Lodging, Per Diem, and Transportation Costs, and total cost of the travel. Travel costs will be paid in accordance with Federal Travel Regulations.

III. Invoices

The contractor shall prepare a monthly Invoice (Standard Forms 1034 and 1035) for each active Task Order. A copy of an SF 1034 and 1035 are provided in **Exhibit 3**.

All invoices shall specify charges by CLIN. All ODC costs claimed shall be supported by evidentiary documentation. Invoices shall be numbered sequentially, starting with the number "1". A resubmittal of the same invoice due to correction or release of suspension shall utilize the same number with an R inserted after the invoice number. This indicates a revision to the invoice (1R).

Task Order Invoices are due to all recipients by the 20th calendar day of each month. Task Order Invoices shall be sent via regular mail. The cost of express mailing or delivery is not authorized for reimbursement.

IV. Work Plans

Work plans shall be submitted as requested in a Task Order Statement of Work (SOW) issued by the Contracting Officer. The work plan shall include a detailed cost proposal which shall specify costs to perform and complete the Task Order. Costs shall be estimated by labor category utilizing the fixed rates specified in the contract. All ODCs shall be provided in detail. Cost estimates shall be prepared at the level specified in the SOW.

All work plans shall be due within 2 weeks of the scoping meeting, unless specified otherwise during the scoping meeting. All work plan amendments shall be due within 2 weeks of the initial receipt of the Contracting Officer's Task Order modification, unless otherwise specified in the Task Order modification.

The format of the initial and amended workplans shall be provided prior to contract award.

V. Project Reports/Deliverables

The Contractor shall prepare and submit project reports as specified in individual Task Orders. The purpose of these reports is to document the conduct of the work, present findings, conclusions, and recommendations, and account for the funds expended. Specific requirements

for these reports and the schedule for submitting draft and final project reports shall be identified in the Task Order.

Reports concerning remedy selection, e.g., the RI/FS Report and the Record of Decision, shall become part of EPA's Administrative Record for each site. All reports shall be subject to public review.

The following is the current list of EPA publications for conducting work and writing reports for the various elements of the statement of work. Additional guidance documents may be referenced or made available as attachments to individual Task Order statements of work.

- Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents, OSWER 9200.1-23P (July 1999)
(<http://www.epa.gov/superfund/resources/remedy/rods/index.htm>)
- Close Out Procedures for National Priorities List Sites, OSWER Directive 9320.2-09A-P, (January 2000) (<http://www.epa.gov/superfund/resources/closeout/index.htm>)
- The Comprehensive Five-Year Review Guidance, OSWER Directive 9355.7-03B-P, dated June 2001 (<http://www.epa.gov/superfund/resources/5year/index.htm>)
- A Guide to Developing and Documenting Cost Estimates During the Feasibility Study." EPA 540-R-D0-002, OSWER No. 9355.0-75 (July 2000)
(<http://www.epa.gov/superfund/resources/remedy/costest.htm>)
- Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA. Interim Final. EPA/540/G-89/004 (October 1988). Not yet available on EPA's web site. Hard copy can be obtained from EPA.
- Superfund Remedial Design and Remedial Action Handbook, OERR, OSWER Directive 9355.0-4B (June 1995 or latest version).
- Guidance for Scoping the Remedial Design, OERR, OSWER Directive 9355.0-43 (March 1995 or latest version).
- Guide to Documenting Cost and performance for Remediation Projects, EPA-542-B-95-002 (March 1995, or latest version).
- Guidance on Conducting Non-time Critical Removal Actions Under CERCLA, EPA 540-R-93-057 (August 1993). Hard copy can be obtained by EPA.
- Risk Assessment Guidance for Superfund (RAGS), Volume I -- Human Health Evaluation Manual, Part A (1989)
(<http://www.epa.gov/superfund/programs/risk/ragsa/index.htm>)
- Risk Assessment Guidance for Superfund (RAGS), Volume I -- Human Health Evaluation Manual, Part B (1991)
(<http://www.epa.gov/superfund/programs/risk/ragsb/index.htm>)
- Risk Assessment Guidance for Superfund (RAGS), Volume I -- Human Health

Evaluation Manual, Part C (1991) (<http://www.epa.gov/superfund/programs/risk/ragsc/>)

- Risk Assessment Guidance for Superfund (RAGS), Volume I -- Human Health Evaluation Manual, Part D (1998) (<http://www.epa.gov/superfund/programs/risk/ragsd/index.htm>)
- Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments - Interim Final (1997) (<http://www.epa.gov/superfund/programs/risk/ecorisk/ecorisk.htm>)
- Superfund Community Involvement Handbook. EPA 540-K-01-003 (December 2001) (http://www.epa.gov/superfund/tools/cag/ci_handbook.pdf)
- Locational Data Policy Implementation Guidance: Guide to the Policy, EPA Publication 220 B-92-008 (March 1992 or latest version).
- Edman Standardized approach to collecting Data. National Implementation plan still being contemplated.
- Reuse Assessments: A Tool To Implement The Superfund Land Use Directive, OSWER Directive 9355.7-06P (June 2001). Other Reuse Assessment guidance info at: <http://www.epa.gov/superfund/programs/recycle/newdocs.htm>

VI. Analytical Services Requirements

The Contractor shall be required to use FORMS II Lite to generate and submit electronic traffic reports, thereby eliminating the need for contractors to submit hardcopy ANSETS for any analytical work that is performed by the Contractor or subcontracted to another laboratory. This includes field screening, mobile laboratory, in-house laboratory, and subcontracted laboratory analyses. Contractors can meet ANSETS requirements by using FORMS II Lite to export the ANSETS data and submit this data electronically to EPA. Exact procedures and instructions in using FORMS II Lite to fulfill ANSETS requirements is available in OERR's CLP web home page: <http://www.epa.gov/superfund/programs/clp/ansets.htm>

This software shall be used to generate and submit Traffic Reports (also known as Change of Custody Forms) in accordance with established Regional guidance. For Contract Laboratory Program (CLP) services, the samplers shall also submit an electronic traffic report to the Sampling Management Office to automate the sample logon process. The electronic traffic report can be submitted as an e-mail attachment or via File Transfer Protocol (FTP).

Exemptions from this requirement will only be granted on a per case basis and the contractor is required to provide a waiver request to the EPA Contracting Officer in advance, **prior** to the actual sampling event. The following web page contains example scenarios for when exemption to FORMS II Lite is allowed: <http://www.epa.gov/superfund/programs/clp/f2lite.htm>

VII. Cost Recovery and Site File Documentation/Deliverables

Specific documentation from the contractor's Task Order site files may be requested by EPA for cost recovery or official administrative record/site file documentation purposes. A baseline Task Order File Content and Check List is included in **Exhibit 4**. The contractor may be required to submit any and all reports or documentation from their Task Order site file.

The contractor shall maintain cost documentation for all costs incurred under a Task Order at the task and subtask level as EPA may require such cost information to support cost recovery efforts for up to 10 years after contract expiration..

F:\New Folder\R10AESRFP(SB)\RSCReports.wpd

Task Order File Content and Check List

Original Task Order Form
Amended Task Order Forms
Initial work plan
Work plan amendments
Conflict of interest checks
Task Order closeout information

Draft and final technical reports
Other written products
Deliverable transmittal letters
Health and Safety Plans
QAPPs

Technical direction memos from the TOPO
Other Task Order correspondence (to and from TOPO, subcontracts, vendors, other)
Subcontract documentation
Phone memos
Meeting notes
Reference Materials
Maps, drawings
Logbooks, field notes
Custody forms
Aerial photos, other photos
Sampling and analysis plans
Microfilm, diskettes and other

Report A: Task Order Summary

Current Cost		Cumulative cost		Percent Complete	Current Funding Level	Current Negotiated Amounts		Estimate to Complete	
Hours	Dollars	Hours	Dollars			Hours	Dollars	Hours	Dollars

Report B: Obligations and Charges

Modification Number	DCN	Amount	Current Charges	Cumulative Charges	Amount Remaining	Suspensions Pending	Invoice #
TOTAL							

Report C: Task Summary

Task Number	Task Title	Current Costs		Cumulative Costs		Negotiated Costs	
		Hours	Dollars	Hours	Dollars	Hours	Dollars
TOTAL							

Report D: Labor Summary

Task Number	Name of Personnel	Labor Category	Unit Cost	Current Cost	
				Hours	Dollars
Totals				X	X

Report E: Subcontract Summary

Task Number	Subcontractor Name	Brief Description of Work	Current Cost
TOTAL			

Report F: ODC Summary

Task Number	Description	Current Cost
TOTAL		

Report G: Travel Summary

Task Number	Traveler's Name	Travel Purpose	Travel From	Travel To	Departure Date	Return Date	Total Cost
TOTAL							

Exhibit 1

Executive

Contractor Name:

Contract Number:

Page Number: __ of __

Reporting Period:

REPORT 1: TASK ORDER SUMMARY																
Task Order Number	Task Order Title	Task Type FP or Ceiling	Work Area Code	Action Code	Period of Performance	Current Expenditures		Cumulative Expenditures		Current Funding	Percent of Project Complete	Amount Negotiated		Estimate at Complete		Suspensions Pending
						Hours	Dollars	Hours	Dollars			Hours	Dollars	Hours	Dollars	
TOTAL																

Revised 9/13/02